

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
January 18, 2022
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

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

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

DISCUSSION ONLY

- A. Discussion and presentation by *Texas Monthly* regarding holding a BBQ Fest in Lockhart in 2022. 4-15
- B. Presentation by the Capital Area Rural Transportation System (CARTS) about upcoming new service in the City of Lockhart. 16-45
- C. Discuss Resolution 2022-02 amending Resolution 2019-17 approving and adopting a Policy and Procedure for the disposal of surplus City Personal Property. 46-50
- D. Discuss Resolution 2022-03 establishing an Administrative Procedure for the nomination of members of City Boards, Commissions, and Committees. 51-53
- E. Receive the 1st Quarter Investment Report for Fiscal Year 2021-2022. 54-63
- F. Discuss Resolution 2022-04 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant. 64-76
- G. Discuss Resolution 2022-05 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant. 77-88
- H. Discuss Resolution 2022-06 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc.. 89-111
- I. Discussion regarding matters related to COVID-19. 112-131

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-22-01 by Alan Balser, and discussion and/or action to consider Ordinance 2022-01 for a **Zoning Change** from *AO Agricultural-Open Space District* to *RHD Residential High Density District* on 40 acres in the Cornelius Crenshaw survey, Abstract No. 68, located at 1601 Silent Valley Road (FM 2001). 132-144
- B. Hold a PUBLIC HEARING on application ZC-22-02 by Alan Balser, and discussion and/or action to consider Ordinance 2022-02 for a **Zoning Change** from *AO Agricultural-Open Space District* to *RHD Residential High Density District* on 6.52 acres in the W. C. Williams Survey, Abstract No. 300, located at 2100 North Cesar Chavez Parkway - Northbound (SH 130). 145-157
- C. Hold a PUBLIC HEARING on application ZC-22-03 by Earnest Yanez and Albert Yanez on behalf of Trinity Street Properties, LLC, and discussion and/or action to consider Ordinance 2022-03 for a **Zoning Change** from *CHB Commercial Heavy Business District* to *RHD Residential High Density District*, on Lot 3, Block 1, MOSO Subdivision, consisting of 0.614 acre located at 1201 Blackjack Street (FM 20). 158-167
- D. Hold a PUBLIC HEARING on application ZC-22-04 by Sarah Corona of PSCE, Inc., on behalf of Najib Wehbe, and discussion and/or action to consider Ordinance 2022-04 for a **Zoning Change** from *AO Agricultural-Open Space District* to *CHB Commercial Heavy Business District*, on 5.484 acres in the Cornelius Crenshaw Survey, Abstract No. 68, located at 1507 North Cesar Chavez Parkway - Southbound (SH 130). 168-179

5. **CONSENT AGENDA**

- A. Approve Resolution 2022-02 amending Resolution 2019-17 approving and adopting a Policy and Procedure for the disposal of surplus City Personal Property. 180-184
- B. Approve Resolution 2022-03 establishing an Administrative Procedure for the nomination of members of City Boards, Commissions, and Committees. 185-187
- C. Accept the 1st Quarter Investment Report for Fiscal Year 2021-2022. 188-197

6. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action and presentation by *Texas Monthly* regarding holding a BBQ Fest in Lockhart in 2022. 198-209
- B. Discussion and/or action regarding Resolution 2022-04 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant. 210-222
- C. Discussion and/or action regarding Resolution 2022-05 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant. 223-234
- D. Discussion and/or action regarding Resolution 2022-06 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc.. 235-257
- E. Discussion regarding matters related to COVID-19. 258-277
- F. Consider nomination of Jake McCullough to the Airport Advisory Board - Councilmember Jeffry Michelson. 278-279

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

- City of Lockhart First Quarter Fiscal Year 2022 financial report. 280-286

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

9. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 14th day of January, 2022 at 3:45 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discussion and presentation by *Texas Monthly* regarding holding a BBQ Fest in Lockhart in 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

Since 2009, *Texas Monthly* BBQ Fest has brought together BBQ enthusiasts to a major event at the Long Center in Austin. As this event has evolved and grown, *Texas Monthly* is seeking a new long-term home for this event in Lockhart and adding a new day to the festival billed as the BBQ World's Fair.

The event is slated for November 5-6, 2022 to be held on the Courthouse Square and City Park. It is expected the event will draw 5,000 attendees on Saturday (open to public) and 4,000 attendees on Sunday (ticketed). *Texas Monthly* will provide planning, production, staffing, marketing, ticketing, services and sponsorships.

The City is being requested to financially assist in this multi-day event by contributing the equivalent of \$25,000 of in-kind services .

The City may also have the opportunity to consider an event sponsorship which could promote Lockhart with either print or video packages via HOT funding this year.

Attached is a cover letter and presentation describing this festival and request for City support.

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City staff supports this request to not exceed \$25,000 in in-kind and special services.

Should this request be approved, the City and *Texas Monthly* will develop the standard agreement (including street closures) for Council consideration and adoption.

LIST OF SUPPORTING DOCUMENTS: Letter from Texas Monthly, Presentation.

TexasMonthly



Friday, January 14, 2022

Dear Lockhart City Council,

Texas Monthly is thrilled at the opportunity to partner with your city—the world’s capital of BBQ—on our annual *Texas Monthly* BBQ Fest. For more than a decade, this event has attracted thousands of barbecue fanatics from all over the state and world.

Since 2009, the festival has been hosted in downtown Austin, but as the event has evolved and grown, we are seeking a new long-term home for the event and its future.

The city of Lockhart is home to a storied barbecue legacy. By relocating the festival’s flagship event (featuring *Texas Monthly* Top 50 BBQ joints)—and adding a new day to the festival billed as the BBQ World’s Fair—we hope to celebrate this history and integrate it into the event’s narrative.

The BBQ World’s Fair will celebrate the big, wide world of barbecue, from its roots in Central Texas to the far reaches of the globe. We envision a colorful, inclusive community event that showcases many different aspects and flavors of barbecue, the people who contribute to its craft and culture, and the people who love to eat it.

As we work to plan the event, we are excited to collaborate with members of your staff and business community. It is our goal to be additive to the Lockhart community in a way that benefits as many as possible.

Thank you for your time and attention during this process.

Sincerely,

Melissa Reese
Director of Video & Events, *Texas Monthly*



TexasMonthly BBQFEST

2022 EVENT PROPOSAL

City of Lockhart

TexasMonthly BBQFEST

EVENT OVERVIEW

THE ULTIMATE EVENT FOR TEXAS BBQ

What: Since 2009, *Texas Monthly* BBQ Fest has brought together the top barbecue joints from across Texas for the ultimate celebration of 'cue in the state's capital. Historically, the festival includes a few smaller, exclusive food events hosted at local joints, culminating in a large bash featuring 30+ barbecue joints on the lawn of the Long Center.

When: Late October – Early November

Who: 4,000 Total Attendees

Splash: Generates Over 200 Million Unique Monthly Views



A NEW TOP 50

With the release of a new and exciting Top 50 list, we're setting our sights on something ambitious for 2022.

THE 50 BEST **BBQ** JOINTS

TexasMonthly

The New Stars of 'Cue

Let the passing of the
tongs commence!

A spread from
our number one
joint. Hint: it's not
in Central Texas.

A NEW CITY PARTNER

**This is where the
BBQ Capital of Texas
comes in...**



FUTURE PLANS

GOALS FOR THE FUTURE OF BBQ FEST

- Create **Longterm Home for BBQ Fest** and Our Top 50 BBQ Joint Event
- Introduce ***NEW* Community Event** that Celebrates Big, Wide World of BBQ—The “BBQ World’s Fair”
- Strengthen Partnership with **Feeding Texas & Community Give-Back** Component
- Create Beneficial Opportunities for **Local Businesses & Organizations**



EVENT OVERVIEW

BUILDING A NEW HOME AND PARTNER FOR BBQ FEST

What: BBQ Fest Weekend in the BBQ Capital of Texas, possibly growing into long-term mutually beneficial partnership.

- **Friday:** Possible Kickoff Party* with community partner (Evening)
- **Saturday:** BBQ World's Fair in Downtown Lockhart (TBD 12-8p)
- **Sunday:** Top 50 Event in City Park (12-4p)

When: November 5-6, 2022

Who: 5,000 Saturday Attendees (Open to Public) / 4,000 Sunday Attendees (Ticketed)

Texas Monthly Would Secure:

Planning, production, staffing, marketing, ticketing, sponsorships

**Dependent on if a sponsor underwrites this event*



EVENT OVERVIEW

BBQ WORLD'S FAIR IN THE BBQ CAPITAL OF THE WORLD

The “BBQ World’s Fair” will showcase barbecue fusion, international flair, out-of-state pitmasters, live expositions, music, and a variety of vendors tied to the world of ‘cue. Open-to-the-public with ticketed BBQ vendors.

- **5 Guest BBQ Vendors (Ex: Out-of-State; BBQ Fusion)**—*Ticketed*
- **Sponsor Tents**—*Activations/Freebies*
- **Market/Expo Vendors (Ex: BBQ Accessories, Handmade Goods, Artists)**—*Cash/Card Payment*
- **Live Music**—*Free to Public*

How can we support/integrate the downtown business the community?
What will be most helpful?



EVENT OVERVIEW

SUPPORT FROM THE CITY

Below is a list of desired services and support, from a city perspective. These costs are currently built into our budget and **estimated between \$20-25k**. We ask that our city partner contribute some of these services in-kind, when possible.

- **Permitting:** Street; Fire; Police; Sound; Building; Parking; Help with any county permitting; Etc.
- **Staffing:** Off Duty officers/cars for closure and security; Stand by EMT's; Fire Watch (if needed)
- **Venues:** Help with Parks depo/ costs associated; Help with getting local businesses on board; Access to Utilities
- **Transportation:** Places to park cars; School buses; creating best locations for ride shares; Help with any TXDOT contacts

In addition, the city may consider an event sponsorship, which can have logo inclusions, promotions, and media on *Texas Monthly* platforms to tout Lockhart. Sponsorships start at \$50,000 and can be negotiated with in-kind services in mind.



**Questions?
Comments?**

Carolyn Chavana (Business Lead)

Chief Operating Officer, *Texas Monthly*
cchavana@texasmonthly.com

Melissa Reese (Project Lead)

Director of Video & Events, *Texas Monthly*
mreese@texasmonthly.com

Elda Arellano (Sponsorships)

Account Director, *Texas Monthly*
earellano@texasmonthly.com

Neil Maris (Event Production)

neil@duty-now.com



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Presentation by the Capital Area Rural Transportation System (CARTS) about upcoming new service in the City of Lockhart.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: A Representative of CARTS will provide details about a new demand ride service within the City of Lockhart called "CARTS NOW".

CARTS NOW, is a low-cost, on demand ride service that allows citizens to get from point A to point B on their own time. Starting March/April 2022, CARTS NOW will be offered in Lockhart. The first six months is considered a pilot period, consequently, free of charge. After that, rides will cost \$2 each way.

CARTS NOW has no predetermined routes or schedules, and rides are available within 15 minutes of scheduling. This service will provide curb-to-curb transportation between any two points within Lockhart city limits. Users can request a ride from anywhere in town and meet their driver at a nearby curb or corner to be dropped off at a curb near their destination.

How Does It Work?

Anyone requesting a ride within the Lockhart city limits has two options:

- Download the CARTS Now App and request a ride
- Call a direct line (512) 505-5666

What Are the Hours of Operation?

Service hours are Monday – Friday 7 a.m. to 7 p.m.

Does The Rider Need to Schedule the Ride Ahead of Time?

No, users can request a ride any time during service hours and a vehicle will arrive within 15 minutes.

What Is the Cost Per Ride?

Rides are \$2 each way, with discounts available for seniors 65 and older, persons with disabilities and children under 12. Rides are free for Veterans for medical trips.

How Do You Pay?

Riders can pay with cash or can connect a credit card to pay in the app.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Can Medical Providers Provide Vouchers for Their Patients to Ride CARTS Now?

Medical providers who are interested in purchasing rides for their patients, may pay CARTS directly or purchase vouchers in advance.

Additional Notes:

1. There will be two vans dedicated within Lockhart.
 - a. These vans will have ramps/lifts.
2. Expected service in March/April 2022, with six months of free service.
3. CARTS NOW currently provides this service in Manor, Bastrop, and Taylor.
4. CARTS will need assistance with developing a few “mobility hubs” in order to stage vehicles while awaiting calls for service.

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: N/A

LIST OF SUPPORTING DOCUMENTS: CARTS Now-Rack Card, CARTS Presentation.



CARTS **NOW** **RIDE ON-DEMAND**

HOW TO RIDE and be on your way *lickety-split*.

1.

SEARCH
CARTS Now
on your phone
App Store.

2.

DOWNLOAD
the
CARTS Now
App.

3.

SIGN-UP
enter your credit
or debit card
information.



- Descarge el App
- Decida su Recogida
- Listo!

Powered by




RideCARTS.com/NOW

512-505-5666



Lockhart City Council

January 2022

CARTS Overview



What is CARTS?

The Capital Area Rural Transportation System is a **rural transportation district established by state law.**

We offer a range of transportation services in **non-urbanized areas** (>50,000 population) in 9 counties:

- Bastrop
- Blanco
- Burnet
- Caldwell
- Fayette
- Hays
- Lee
- Travis
- Williamson

Service frequency in or to the various locales range from many times a day to once a month. Our fleet of vehicles provides:

- Fixed-scheduled bus services
- Call-ahead rides
- On-demand services (in select cities)

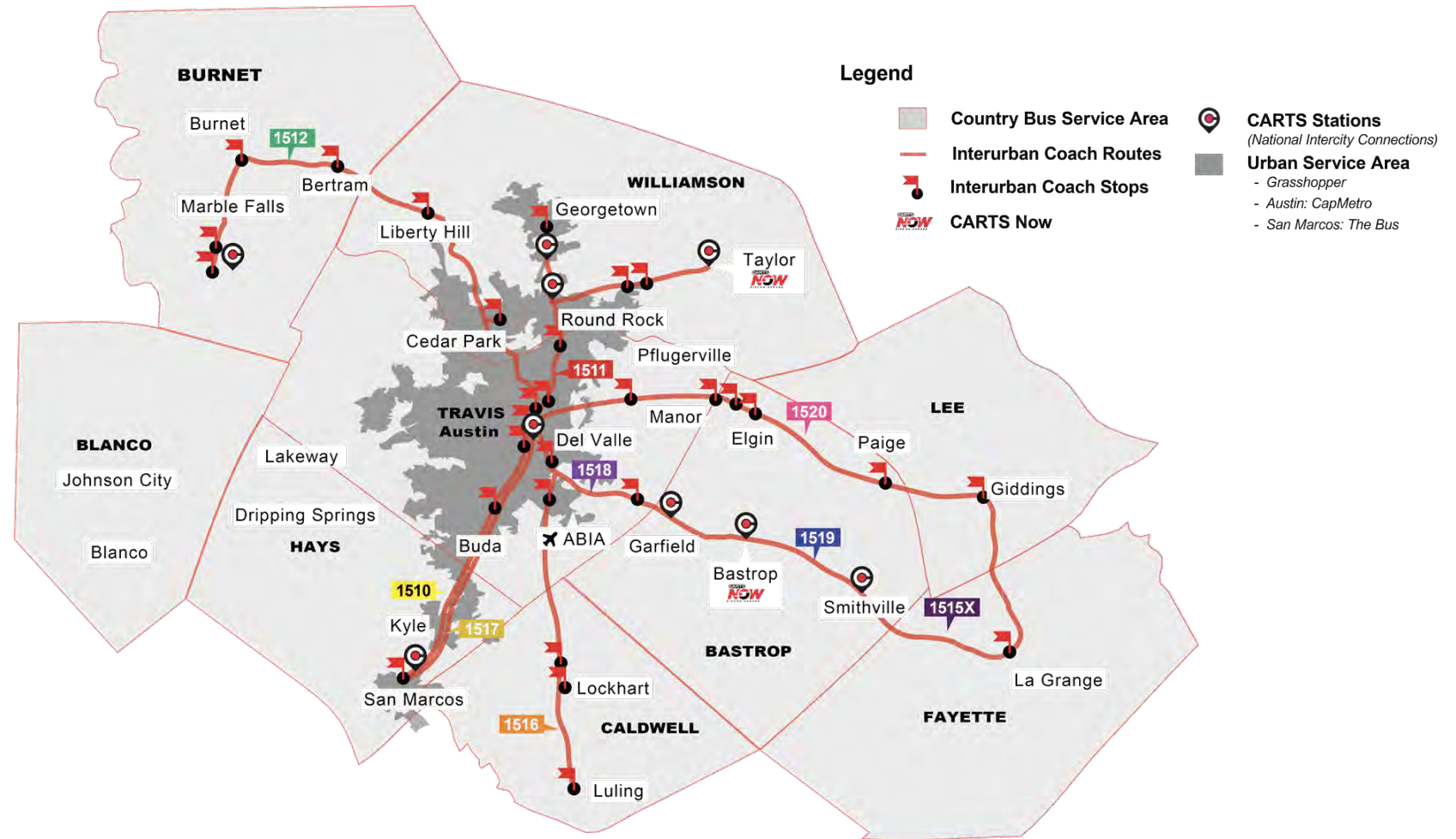
CARTS Service Area

CARTS stations in:

- Austin
- Bastrop
- Cedar Creek
- Georgetown*
- Marble Falls*
- Round Rock*
- San Marcos*
- Smithville
- Taylor*

Coming Soon:

- Elgin Station



*Access to regional transportation and freight services through **Amtrak, Greyhound, and Trailways.**

Meet the Fleet





Meet the Fleet



Interurban Coach

Fixed-schedule rides for commutes into urban areas or trips between rural areas



Grasshopper

Call-ahead connections in Austin for Interurban Coach riders who are 65 & older or ADA eligible



Country Bus

Call-ahead rides to and from anywhere in the CARTS district



CARTS Now

On-demand rides to and from anywhere within Bastrop and Taylor – more cities coming soon!



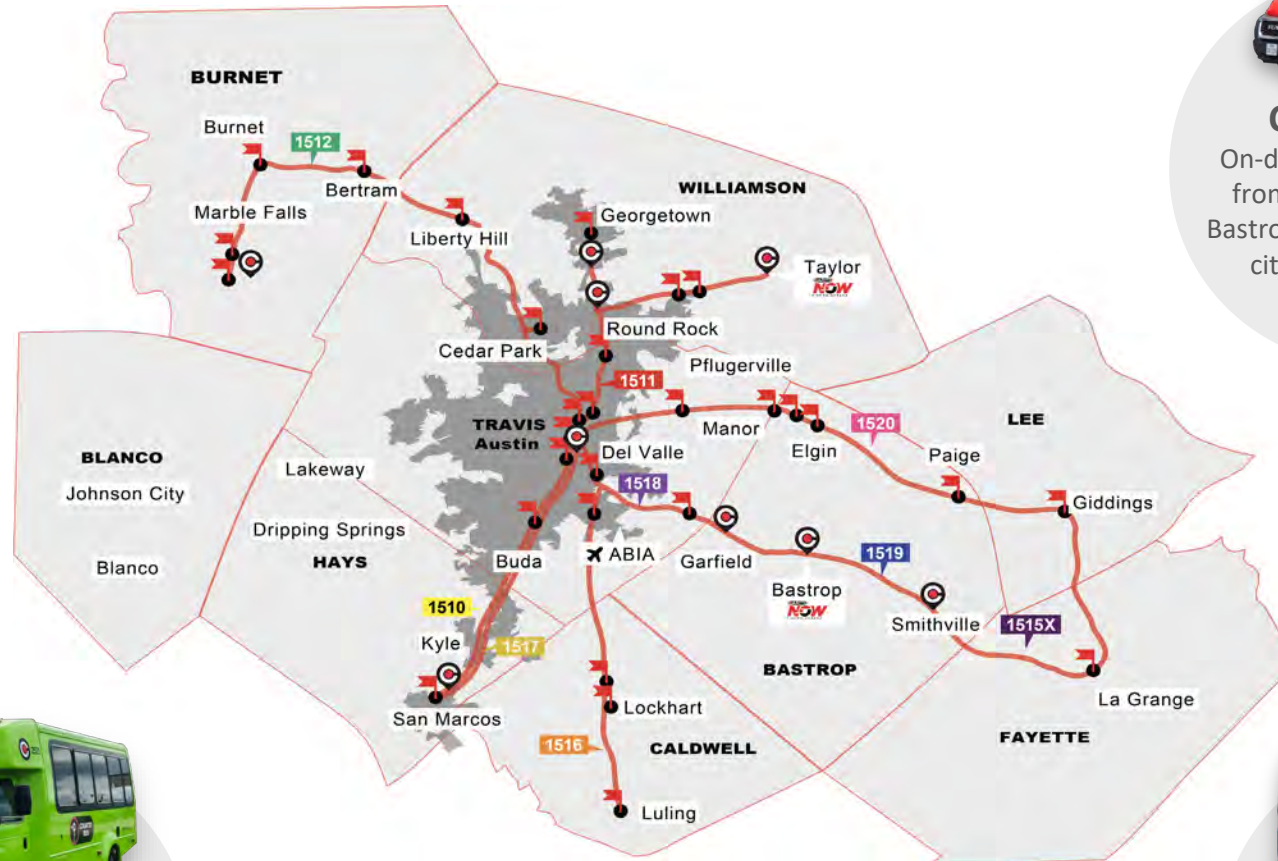
National Intercity

Fixed-schedule connections and passenger & freight ticket to Greyhound lines. Direct connections to AMTRAK at San Marcos Station



CapMetro Stations

Fixed-schedule stops at CapMetro stations in the Austin area



Legend

- Country Bus Service Area
- Interurban Coach Routes
- Interurban Coach Stops
- CARTS Now
- CARTS Stations (National Intercity Connections)
- Urban Service Area
 - Grasshopper
 - Austin: CapMetro
 - San Marcos: The Bus

Caldwell County Services



Interurban Coach

- Fixed-schedule rides for commutes into urban areas or trips between rural areas
- Interurban Coach lines travel along major highways to service:
 - Austin
 - Bastrop
 - Bertram
 - Burnet
 - Georgetown
 - Liberty Hill
 - Lockhart
 - Luling
 - Marble Falls
 - Round Rock
 - San Marcos
 - Taylor
 - Texas State University
 - La Grange
 - Giddings
 - Paige
 - Smithville
 - Elgin



GRASSHOPPER: Call-ahead connections in Austin for Interurban Coach riders **65 + years of age or ADA eligible**





Interurban Coach: Luling ⇌ Lockhart ⇌ Austin



TO AUSTIN (WESTBOUND)			
Stops	Departure Times		
Luling American Legion	8:05 am	10:25 am	2:10 pm
Luling Visitor Center	8:10 am	10:30 am	2:15 pm
Lockhart Wal-Mart	8:30 am	10:50 am	2:35 pm
Lockhart HEB	8:35 am	10:55 am	2:40 pm
Austin VA Clinic	9:00 am	11:20 am	3:00 pm
Austin Greyhound	8:50 am	-	2:50 pm
Eastside Bus Plaza	9:10 am	11:30 am	3:10 pm

Interurban Coach: Luling ⇌ Lockhart ⇌ Austin

1516
Orange
Route

TO LULING (EASTBOUND)			
Stops	Departure Times		
Eastside Bus Plaza	9:15 am	11:35 am	3:15 pm
Austin Greyhound	9:35 am	-	3:35 pm
Austin VA Clinic	9:25 am	11:45 am	3:25 pm
Lockhart HEB	9:50 am	12:05 pm	3:45 pm
Lockhart Wal-Mart	9:55 am	12:10 pm	3:50 pm
Luling Visitor Center	10:05 am	12:30 pm	4:10 pm
Luling American Legion	10:10 am	12:35 pm	4:15 pm

Veterans Services

FREE rides to and from
medical appointments for
veterans

To Austin VA Clinic:

- **1516 Orange Route:**
Luling ⇌ Lockhart ⇌ Austin
 - Stops at Austin VA
 - Monday, Wednesday, Friday
- Interurban Coach + Grasshopper
- Country Bus



Country Bus

- Call-ahead rides to and from destinations in CARTS district
 - Available in specific areas on designated days
 - Example - Service from Coupland to Taylor available on Thursdays
- 24-hour call-ahead reservation is recommended



Caldwell Country Bus Service Area

- Dale
- Lockhart
- Luling
- Lytton Springs
- Mendoza
- Martindale
- Maxwell
- Reedville
- Niederwald
- Uhland
- Stairtown
- Fentress
- Prairie Lea



ADA Services

- All CARTS vehicles are **wheelchair accessible** and accommodate **service dogs**
- Senior or ADA eligible? Try the **Grasshopper** to connect to Austin destinations from Interurban Coach stops





Safe, Affordable, Reliable Rides

- **Interurban Coach Fares**

- Zone 1 (Local/Intra County): **\$2 one-way**
- Zone 2 (Regional/Inter County): **\$4 one-way**
- Regional/All Day Pass: **\$6**
- Monthly passes: **\$88**

- **Country Bus Fares**

- Zone 1 (City): **\$2 one-way**
- Zone 2 (Intra-County): **\$4 one-way**
- Zone 3 (Inter-County): **\$6 one-way**

Veterans always ride free to medical appointments.

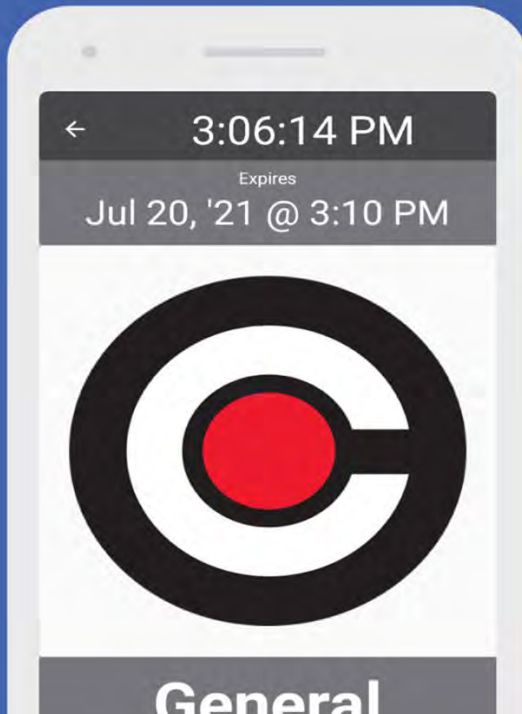
Half-price fares available for:

- Seniors over 65
- Children under 12 (accompanied by an adult)
- Persons with disabilities



The Bus passes are now available on your phone.

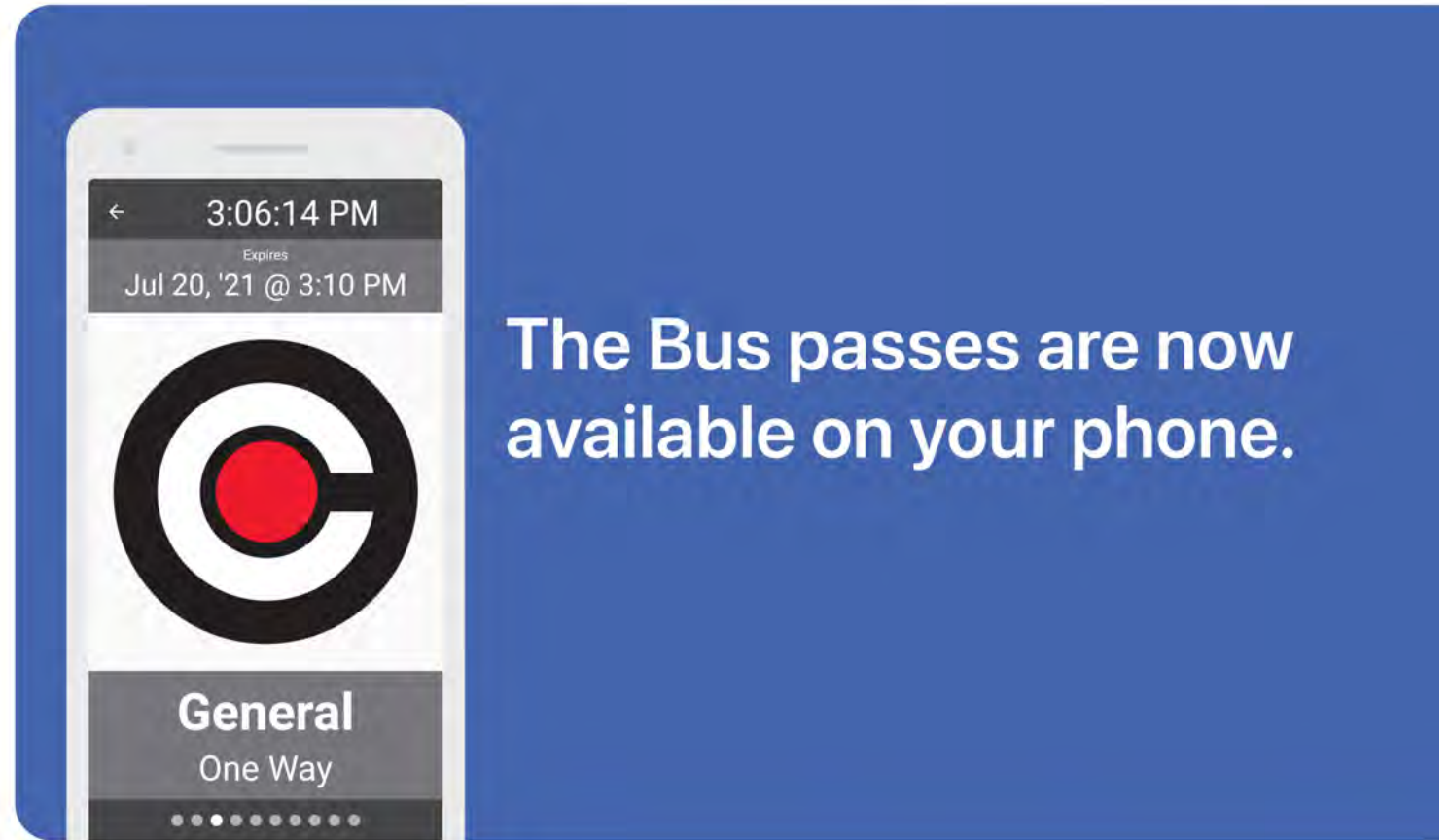
FIRST ONE WAY PASS FREE!



PASSAGE
TRANSIT TICKETING

THE BUS

CARTS NOW
RIDE ON-DEMAND

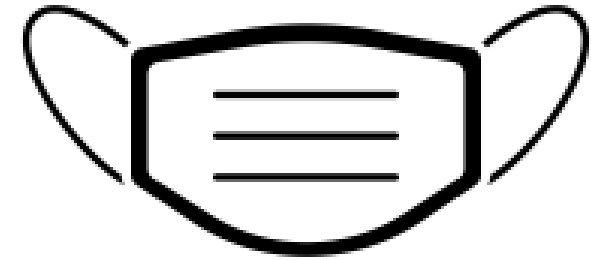


The Bus passes are now available on your phone.



Public Health Precautions & Safety

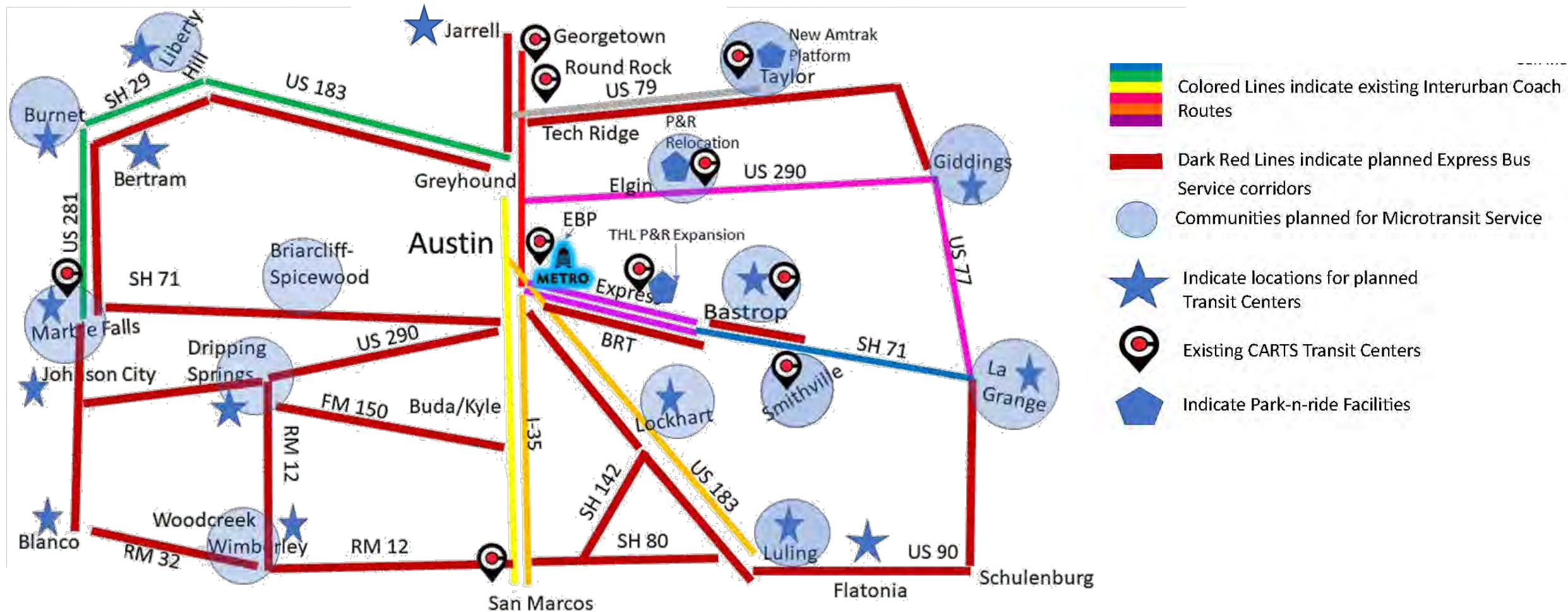
- Face coverings **required** for all riders and operators
- **Limited** number of riders in each vehicle
- Spaced seating to promote social distancing
- **Closed rows** behind drivers and staggered seating
- **Increased ventilation**
- Regular **disinfection & sanitation** of surfaces and all hand contact areas
- Posters to **encourage hand hygiene and social distancing**



Future Plans



CARTS 2045 Vision



On the Horizon

Upcoming Case Study/CARTS Now Review

A third-party review of the Bastrop CARTS *Now* implementation to evaluate its effectiveness and to set out a template for other rural transit agencies in Texas that may wish to implement microtransit.

Country Bus Service Evaluation

This evaluation will help us plan the extension our Country Bus services to areas outside of the cities that we implement microtransit that frees up the Country Bus service previously operated within the candidate city.

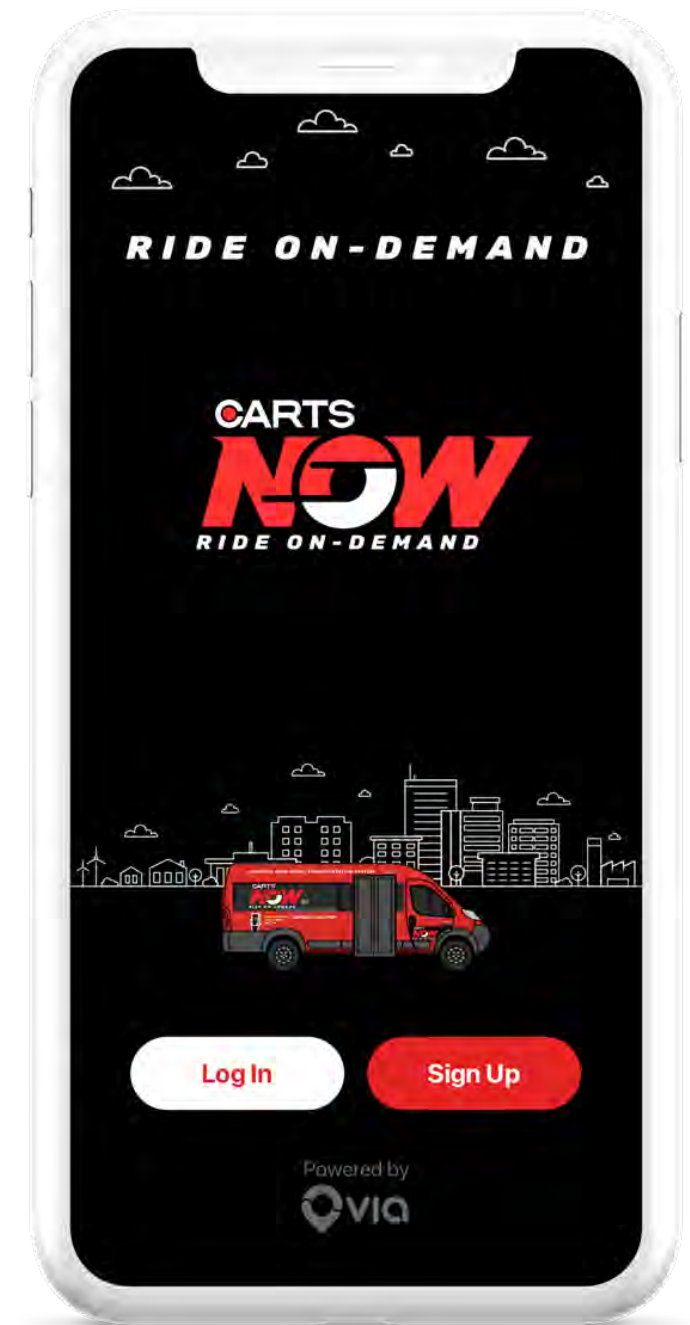
Transportation Development Plan (TDP)

This planning project will be conducted beginning in the spring of 2022 to set out a five-year plan for the extension and improvement of CARTS services. CARTS will issue an RFP to select a firm to conduct this study in November.



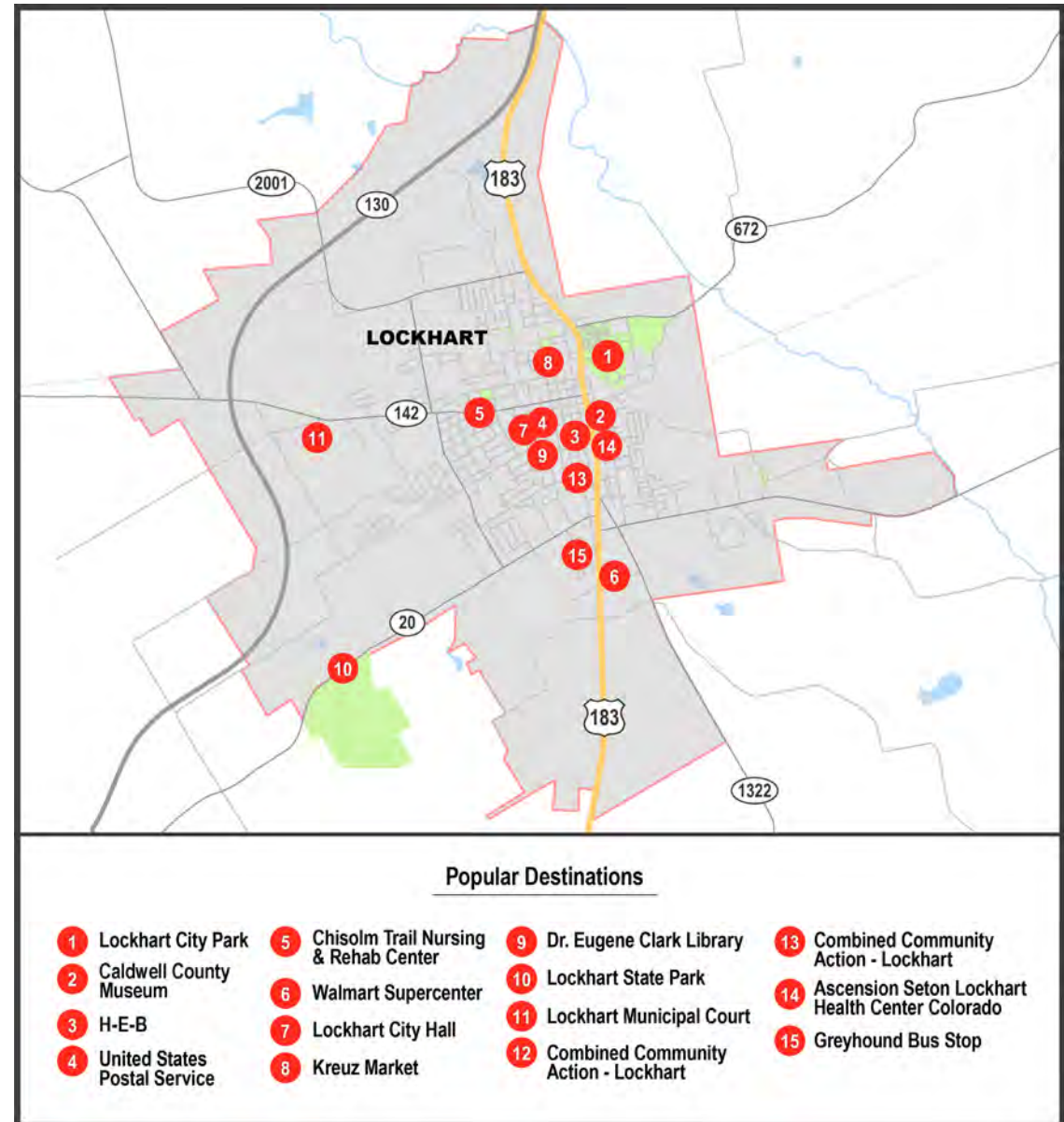
About CARTS NOW

- On-demand ride service
- Monday – Friday, 7 a.m. to 7 p.m.
- \$2 each way
- How to ride
 - Schedule rides through the CARTS Now App
 - Call 512-505-5666





- *This type of service requires a small service zone, in order to meet the on-demand transit model with rides arriving within 15 minutes...*





Average Daily Ridership Data

Powered by
VIA

- Bastrop: 72
passengers trips
- Taylor: 42
passengers trips



CARTS NOW Outreach

- Presentations: Chamber, Neighborhood Associations, Interagency organizations, medical facilities etc.
- Community events, parades & pop-ups
- Local business visits
- Social media promotion & giveaways
- Enewsletter, text message push notifications



Stay Informed

Contact us:

- Outreach@RideCARTS.com
- 512-478-RIDE (7433)

Learn more:

- RideCARTS.com
- Follow @RideCARTS on   

**Sign up for
email updates**

**Scan
Me**



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discuss Resolution 2022-02 amending Resolution 2019-17 approving and adopting a Policy and Procedure for the disposal of surplus City Personal Property.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

When a police officer retires honorably, it is a special moment. It's not uncommon for police departments to donate an officer's gun to that officer if they retire after an honorable career. For police, their weapons can carry sentimental value. Officers train with their guns throughout their careers, they must regularly clean them, they wear them holstered on their hips every day. In certain dire situations, it may serve as the only line of defense to protect others or the officers themselves. An officer may have the option to purchase their gun only if they've carried out the job well throughout their career.

TML recommended we add this amendment to the city's policy on disposal of surplus city personal property. The amendment includes criteria concerning the sale of firearms when an employee retires, and the criteria should be consistent for every officer.

The proposed Resolution adopts a policy whereby police officers that honorably retire from the Lockhart Police Department may purchase their sidearm from the City at fair market value.

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Resolution 2022-02.

RESOLUTION 2022-02

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, AMENDING
RESOLUTION 2019-17 APPROVING AND ADOPTING A POLICY AND
PROCEDURE FOR THE DISPOSAL OF SURPLUS CITY PERSONAL
PROPERTY**

WHEREAS, Resolution 2019-17, adopted by the City Council of Lockhart on August 6, 2019, established a policy for disposal of surplus personal property; and

WHEREAS, state law allows a peace officer commissioned by a law enforcement entity who honorably retires from the entity to purchase a firearm previously issued to the individual by the entity; and

WHEREAS, the City Council desires to approve and adopt a policy for the disposal of such surplus property;

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

Resolution 2019-17 is amended to add the following:

A commissioned peace officer employed by the City of Lockhart Police Department, upon retirement, is authorized to purchase the firearm issued to the officer, as provided by the attached Exhibit "B," which is hereby approved and adopted as policy of the City of Lockhart, Texas.

PASSED AND ADOPTED on this the 18th day of January 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

EXHIBIT "B"

to

RESOLUTION NO. 2022-02

PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER

- I. Section 614.051, Texas Government Code, provides the following:

PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.

- A. An individual may purchase a firearm from a governmental entity if:
- a. the individual was a peace officer commissioned by the entity.
 - b. the individual was honorably retired from the individual's commission by the entity.
 - c. the firearm had been previously issued to the individual by the entity; and
 - d. the firearm is not a prohibited weapon under Section 46.05, Penal Code.
- B. An individual may purchase only one firearm from a governmental entity under this section.

- II. Peace officers retiring from the City of Lockhart Police Department shall be authorized, pursuant to Sec. 614.051, to purchase one firearm from the City of Lockhart for no more than the fair market value.

- III. No transfer of a weapon shall be in violation of Sec. 46.06, Penal Code, which provides the following:

UNLAWFUL TRANSFER OF CERTAIN WEAPONS.

- (a) A person commits an offense if the person:
- (1) sells, rents, leases, loans, or gives a handgun to any person knowing that the person to whom the handgun is to be delivered intends to use it unlawfully or in the commission of an unlawful act;
 - (2) intentionally or knowingly sells, rents, leases, or gives or offers to sell, rent, lease, or give to any child younger than 18 years any firearm, club, or illegal knife;
 - (3) intentionally, knowingly, or recklessly sells a firearm or ammunition for a firearm to any person who is intoxicated;
 - (4) knowingly sells a firearm or ammunition for a firearm to any person who has been convicted of a felony before the fifth anniversary of the later of the following dates:
 - (a) the person's release from confinement following conviction of the felony; or
 - (b) the person's release from supervision under community supervision, parole, or mandatory supervision following conviction of the felony;

(5) sells, rents, leases, loans, or gives a handgun to any person knowing that an active protective order is directed to the person to whom the handgun is to be delivered; or

(6) knowingly purchases, rents, leases, or receives as a loan or gift from another a handgun while an active protective order is directed to the actor.

(b) In this section:

(1) "Intoxicated" means substantial impairment of mental or physical capacity resulting from introduction of any substance into the body.

(2) "Active protective order" means a protective order issued under Title 4, Family Code, that is in effect. The term does not include a temporary protective order issued before the court holds a hearing on the matter.

(c) It is an affirmative defense to prosecution under Subsection (a)(2) that the transfer was to a minor whose parent or the person having legal custody of the minor had given written permission for the sale or, if the transfer was other than a sale, the parent or person having legal custody had given effective consent.

(d) An offense under this section is a Class A misdemeanor, except that an offense under Subsection (a)(2) is a state jail felony if the weapon that is the subject of the offense is a handgun.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discuss Resolution 2022-03 establishing an Administrative Procedure for the nomination of members of City Boards, Commissions, and Committees.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On January 4, 2022, the City Council directed staff to create a policy establishing a procedure for appointing members to city boards and committees.

The proposed Resolution establishes the board appointment policy as follows:

1. The City Secretary shall have board application forms available for persons interested in membership on a board.
2. All persons requesting to be appointed to a board shall submit the board application to the City Secretary.
3. Mayor or Council members shall submit nominations to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify if the nominee qualifies for the appointment, such as residency, occupation, certifications, etc. for the board that the nominee is considered to be appointed to.
5. If the City Secretary determines that a nominee does not meet the qualifications for appointment, she will notify the Mayor or Councilmember who made the nomination, who shall thereafter inform the nominee and take appropriate action.
6. All nominations to a board will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, and the term of the appointment.

If approved, appointments to boards or committees will appear on the City Council agenda only if a qualified nominee(s) is submitted for consideration.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On January 4, 2022, Council directed staff to submit a policy establishing a procedure to appoint members to a city board or committee.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution 2022-03.

RESOLUTION 2022-03

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council desires to establish an administrative procedure for the nomination of such members;

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

1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.

PASSED AND ADOPTED on this the 18th day of January, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Receive the 1st Quarter Investment Report for Fiscal Year 2021-2022.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 1st Quarter for Fiscal Year 2022, ending December 31, 2021 is provided for your review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request a motion to accept the 1st Quarter Investment Report for the City of Lockhart for Fiscal Year ending 2022.

LIST OF SUPPORTING DOCUMENTS: Quarterly Investment Report for 12/31/2021

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended December 31, 2021

January 18, 2022

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended December 31, 2021

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period October 1, 2021 through December 31, 2021. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

October 1, 2021

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
2,991,118	2,991,118
0	0
26,840,986	26,842,575
0	0
29,832,105	29,833,693
2,982,281	2,982,281
0	0
29,211,583	29,211,302
0	0
32,193,864	32,193,583

December 31, 2021

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

October 1, 2021

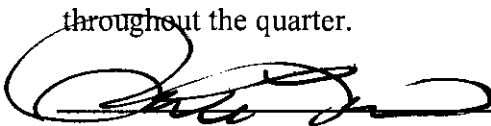
Unrestricted Funds
Restricted Funds
Total Funds

Fund Availabilty	
9,660,977	9,660,977
22,831,574	22,833,455
32,492,550	32,494,432
7,969,473	7,969,473
24,224,391	24,224,110
32,193,864	32,193,583

December 31, 2021

Unrestricted Funds
Restricted Funds
Total Funds

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.



Pam Larison
Finance Director

1-11-22

Date

CITY of LOCKHART

Investment Portfolio Summary

For the Quarter Ended December 31, 2021

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>October 1, 2021</u>				
Cash	2,991,118	9.2%	2,991,118	9.2%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	26,840,986	90.8%	26,842,575	90.8%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	29,832,105	100.0%	29,833,693	100.0%
<u>December 31, 2021</u>				
Cash	2,982,281	9.3%	2,982,281	9.3%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	29,211,583	90.7%	29,211,302	90.7%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	32,193,864	100.0%	32,193,583	100.0%
<u>Change in Value</u>				
Cash	(8,837)		(8,837)	
Marketable Securities	0		0	
Investment Pools	2,370,597		2,368,727	
Certificates of Deposits	0		0	
Portfolio Total	2,361,760		2,359,890	
	0			
<u>Maturity Data</u>	<u>Book Value @ 12/31/2021</u>	<u>Weighted Average Maturity</u>	<u>Yield to Maturity</u>	
Cash	2,982,281	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	11,426,333	43 Days *	0.07%	
Investment Pools - TexPool	9,346,727	38 Days *	0.04%	
Investment Pools - TexSTAR	8,438,524	40 Days *	0.01%	
Certificates of Deposits	0	0 Days	0.00%	
	32,193,864	37 Days	0.13%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ December 31, 2021

0.06%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	7,309
Marketable Securities	0
Investment Pools - Texas CLASS	1,601
Investment Pools - TexPool	678
Investment Pools - TexSTAR	242
Certificates of Deposits	0
Total Return on Investment	9,829

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended December 31, 2021

General Operating Account - FLNB		
		<u>Value</u>
October 1, 2021	\$	2,991,118
Deposits		12,889,588
Withdrawals		(12,905,734)
Interest Earned		7,309
December 31, 2021	\$	2,982,281

Total Cash Accounts		
		<u>Value</u>
October 1, 2021	\$	2,991,118
Deposits		12,889,588
Withdrawals		(12,905,734)
Interest Earned		7,309
December 31, 2021	\$	2,982,281

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended December 31, 2021

<u>Holdings During the Quarter</u>									Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
Type of Security	CUSIP	Purchase Date	Par Value	Coupon 0.34%	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	October 1, 2021			December 31, 2021		
														0
														0
Totals			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<u>Purchases</u>									
Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate 0.22%	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
			\$ -				\$ -		\$ -
Totals			\$ -				\$ -		\$ -

<u>Maturities</u>							
Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate 0.59%	Date of Maturity	Yield to Maturity	Settlement Total
\$ -			\$ -				\$ -
Totals			\$ -				\$ -

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended December 31, 2021

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2021	6,977,972	6,978,739	1.00011	37 Days	0.0200%
Deposits	7,196,000				
Withdrawals	(4,827,923)				
Interest Earned	678				
December 31, 2021	9,346,727	9,346,353	0.99996	38 Days	0.0400%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2021	11,424,733	11,425,005	1.00002	53 Days	0.0446%
Deposits	0				
Withdrawals	0				
Interest Earned	1,601				
December 31, 2021	11,426,333	11,426,333	1.00000	43 Days	0.0700%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2021	8,438,282	8,438,830	1.00007	39 Days	0.0100%
Deposits	0				
Withdrawals	0				
Interest Earned	242				
December 31, 2021	8,438,524	8,438,616	1.000011	31 Days	0.0139%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended December 31, 2021

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	Beginning Face Value	Beginning Market Value	Ending Face Value	Ending Market Value
									October 1, 2021		December 31, 2021	
			<u>\$ -</u>						<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			<u>\$ -</u>				<u>\$ -</u>

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			<u>\$ -</u>				<u>\$ -</u>

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u>Standard and Poor's Ratings</u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
January-21	AAAm	AAAm	AAAm
February-21	AAAm	AAAm	AAAm
March-21	AAAm	AAAm	AAAm
April-21	AAAm	AAAm	AAAm
May-21	AAAm	AAAm	AAAm
June-21	AAAm	AAAm	AAAm
July-21	AAAm	AAAm	AAAm
August-21	AAAm	AAAm	AAAm
September-21	AAAm	AAAm	AAAm
October-21	AAAm	AAAm	AAAm
November-21	AAAm	AAAm	AAAm
December-21	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
January-21			AAA
February-21			AAA
March-21			AAA
April-21			AAA
May-21			AAA
June-21			AAA
July-21			AAA
August-21			AAA
September-21			AAA
October-21			AAA
November-21			AAA
December-21			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discuss Resolution 2022-04 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Attached is the City resolution and performance agreement offering a BIG Grant to William Dodd Fowler, LLC.

William Dodd Fowler, LLC which will invest into the updating of the façade of the building at 106-108 S. Commerce Street. Improvements include replacement/repair of exterior windows, awnings, metal siding, gutter system. The Historic Preservation Commission has been consulted and approved the changes.

The attached economic development performance agreement outlines the work to be done on the building, the rebate the owners would be entitled to should the work be completed as stated and paid as required. Since the work is not complete, the EDC does not have an estimate for the grant amount. However, the program limits rebates to no more than \$20,000.

PROJECT SCHEDULE (if applicable): Improvements should be completed within the next 60 days.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: The LEDC Board of Directors passed this BIG Grant Performance Agreement unanimously at its January 10, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-04 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-04 William Dodd Fowler BIG Grant, William Dodd Fowler, LLC Grant Performance Agreement - Final, LEDC Resolution 2022-01 William Dodd Fowler, LEDC Draft Minutes 1.10.22

RESOLUTION NO. 2022-04

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT WITH WILLIAM DODD FOWLER, LLC FOR A BUSINESS
IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, William Dodd Fowler, LLC has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and William Dodd Fowler, LLC is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

City of Lockhart

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“EDPA” or “Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and WILLIAM DODD FOWLER, LLC (“WILLIAM DODD FOWLER, LLC”)

RECITALS

WHEREAS, WILLIAM DODD FOWLER, LLC is an existing business in the City of Lockhart located at 106-108 S. Commerce Street, the owner of which desires to make repairs and improvements, expand its operations to the City of Lockhart, Texas (“City”), and retain primary jobs (“the Improvements”); and

WHEREAS, the LEDC is a Texas Type B economic development corporation located in a city with a population of less than 20,000, operating pursuant to the applicable provisions of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the LEDC desires to assist WILLIAM DODD FOWLER, LLC and offer financial incentives as part of LEDC’s Business Improvement & Growth (“BIG”) Economic Development Program in the City; and

WHEREAS, the LEDC Board finds that the Project as herein described and carried out will promote new or expanded business development and is an “Authorized Project” as that term is defined in Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board will hold at least one public hearing on the Project prior to spending funds in accordance with Sections 505.159(a) of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board finds that this EDPA is conditional in the event the City of Lockhart, Texas (City) receives a petition no later than the 60th day after the date notice of the Project was published, which is duly certified and accepted by the City Council, from more than 10% of the registered voters of the City of Lockhart, Texas, requesting that an election be held before the Project is undertaken in accordance with Section 505.160 of the Texas Local Government Code, as amended; and,

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and WILLIAM DODD FOWLER, LLC agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be two (2) years from the effective date of this EDPA.

Section 3. WILLIAM DODD FOWLER, LLC Performance Requirements

In consideration of LEDC agreeing to provide the Grant described below in Section 4, WILLIAM DODD FOWLER, LLC agrees to perform the following:

- (a) To make the improvements and repairs described in the BIG Program Application filed by the owners of WILLIAM DODD FOWLER, LLC, which is attached hereto as Exhibit “A” and incorporated herein for all purposes (“the Improvements”).
- (b) Commence construction of the Improvements within one hundred twenty (120) days after the City’s approval of the construction plans and issuance of a building permit for the same.
- (c) Complete construction of the Improvements within eighteen (18) months after the issuance of the aforesaid building permit.
- (d) WILLIAM DODD FOWLER, LLC shall provide LEDC with proof of making the Improvements by submitting copies of receipts for expenditures satisfactory to LEDC, which shall be provided within thirty (30) days of completion of the Improvements.
- (e) Keep current in the payment of taxes owed for the facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by WILLIAM DODD FOWLER, LLC.

Section 4. LEDC Requirements

In consideration of WILLIAM DODD FOWLER, LLC’s agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) Provide a Grant to WILLIAM DODD FOWLER, LLC of not more than twenty-thousand dollars (\$20,000.00) of the cost of making the Improvements.
- (b) Provide the Grant to WILLIAM DODD FOWLER, LLC within fourteen (14) days of receiving satisfactory proof of WILLIAM DODD FOWLER, LLC's completion of construction of the Improvements and payment of WILLIAM DODD FOWLER, LLC's payment to its architect, contractor, and vendors in full.

Section 5. Termination and Recapture

- (a) In the event that WILLIAM DODD FOWLER, LLC discontinues operations for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event WILLIAM DODD FOWLER, LLC shall be required to repay to LEDC any monies expended by LEDC under Section 4 of this Agreement within thirty (30) days of written demand from LEDC therefore following the expiration of such period; provided however that WILLIAM DODD FOWLER, LLC shall not be required to repay such monies if such discontinuation of operations is caused by force majeure.

For the purposes of this Agreement, "force majeure" shall be defined as fire, explosion, natural disaster or other act of God, war, pandemic, or civil unrest, taking under eminent domain, regulatory restrictions or action of any applicable governmental entity, or other event or action that makes the conduct of the WILLIAM DODD FOWLER, LLC illegal or economically unsustainable is beyond the reasonable control of WILLIAM DODD FOWLER, LLC. WILLIAM DODD FOWLER, LLC shall not be required to repay such amounts so long as it is, in the opinion of the LEDC, diligently taking action(s) to renew or continue operations.

- (b) In the event, that WILLIAM DODD FOWLER, LLC shall fail to repay LEDC within thirty (30) days of the date such repayment is due according to the written demand from LEDC, WILLIAM DODD FOWLER, LLC hereby agrees that LEDC may enforce all of its rights and remedies available at law and in equity against WILLIAM DODD FOWLER, LLC.

Section 6. Entire Agreement

This Agreement, when executed, contains the entire agreement between LEDC and WILLIAM DODD FOWLER, LLC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by LEDC and WILLIAM DODD FOWLER, LLC.

Section 7. Successors and Assigns

Neither party shall assign its rights, obligations, or interest in this Agreement without the prior written consent of the other party. In the event of consent to such assignment or in the event of legal succession of WILLIAM DODD FOWLER, LLC's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 8. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

WILLIAM DODD FOWLER, LLC: WILLIAM DODD FOWLER, LLC
Attn: Fran Wilson
106-108 Commerce Street
Lockhart, TX 78644

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 9. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.

Section 10. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 11. Mutual Assistance

LEDC and WILLIAM DODD FOWLER, LLC agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 12. Representations and Warranties of LEDC.

LEDC hereby represents, warrants, and covenants that:

- (a) It is a Type B Economic Development Corporation, duly organized and validly existing under the laws of the State, particularly Sections 501 and 505 of the Texas Local Government Code.
- (b) The facility constitutes a “project” as defined in Sections 501.101 and 505.155 of the Texas Local Government Code.
- (c) All requirements related to public notice of the project, particularly those included in Section 505.160 of the Texas Local Government Code, have been satisfied.
- (d) The person executing this Agreement on behalf of the LEDC is fully authorized to do so.

Section 13. Representations and Warranties of WILLIAM DODD FOWLER, LLC.

- (a) It is a duly incorporated business entity with full authority to enter into this Agreement.
- (b) The person executing this Agreement on behalf of WILLIAM DODD FOWLER, LLC is fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2022.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steven Lewis, LEDC President

ATTEST:

Michael Kamerlander, LEDC Secretary

WILLIAM DODD FOWLER, LLC

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH WILLIAM DODD FOWLER, LLC FOR A BUSINESS IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, William Dodd Fowler, LLC has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and William Dodd Fowler, LLC is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 10th day of January, 2022.

Lockhart Economic Development Corporation



Alan Fielder, Board Chairman

Attest:

Approved as to form:



Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JANUARY 10, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Sally Daniel; Juan Alvarez; Doug Foster (via Zoom).

Board Members Absent: Frank Estrada

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales; Monte Akers; Nicole Warren

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:01 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with William Dodd Fowler, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:01 PM and Closed at 6:02 PM

2.2 Hold a public hearing regarding a performance agreement with Commerce Café, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:02 PM and Closed at 6:03 PM

2.3 Hold a public hearing regarding a performance agreement with Sabre Commercial for the sale of 5 acres in Lockhart Industrial Park II pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:03 PM and Closed at 6:03 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the November 8, 2021 meeting.

No Discussion.

Motion to approve the minutes from the November 8, 2021 meeting.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 5 of 6
Juan Alvarez Abstained

4.2 Discussion and/or action regarding sales tax and financial statements for November and December 2021.

Ms. Larison provided an overview of the financials from the past two months with no significant issues to report. Revenues continue to trend higher than budget and expenses are on track.

Motion to approve the November and December 2021 financial statements.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.3 Discussion and/or action regarding LEDC Resolution 2022-01 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

Motion to approve LEDC Resolution 2022-01 with amendment to remove the second whereas and Sec. 3(c) of the performance agreement.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.4 Discussion and/or action regarding LEDC Resolution 2022-02 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

Motion to approve LEDC Resolution 2022-02.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.5 Discussion and/or action regarding LEDC Resolution 2022-03 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

Motion to approve LEDC Resolution 2022-03 and the property sale agreement for 5.0 acres in Lockhart Industrial Park II with Sabre Commercial, Inc. with addition of building standards language to economic development performance agreement.

Motion: Alfredo Muñoz Second: David Bryant Vote: 6 of 6

5. Executive Session – In: 6:32 PM Out: 7:01 PM

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Porterhouse
- Collie

6. Board Action from Executive Session

None

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for November and December 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 6 of 6

LEDC Board of Directors Adjourned at 7:08 PM.

Minutes approved this the _____ day of _____, 2022.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discuss Resolution 2022-05 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Attached is the resolution and performance agreement offering a BIG Grant to Commerce Cafe.

Commerce Cafe investing into the updating of the façade of the building including paint and window replacements.

The attached economic development performance agreement outlines the work to be done on the building, the rebate the owners would be entitled to should the work be completed as stated and paid as required.

The work is not complete which is why there is no amount filled in the agreement. The BIG Grant's policy is to gain board approval as early in the process as possible and then collect the correct documents for reimbursement. The maximum rebate to any one applicant is \$20,000. LEDC staff will work with Commerce Café to obtain all documentation to provide the correct 50% rebate of whatever the final expenditure becomes.

PROJECT SCHEDULE (if applicable): Improvements completed within the next 60 days

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: LEDC Board of Directors Unanimously approved the BIG Grant performance agreement at its January 10, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-05 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-05 Commerce Cafe,
Commerce Cafe Grant Performance Agreement, LEDC Resolution 2022-02 Commerce Cafe,
LEDC Draft Minutes 1.10.22

RESOLUTION NO. 2022-05

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT WITH COMMERCE CAFE, LLC FOR A BUSINESS
IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Commerce Cafe, LLC has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Commerce Cafe, LLC is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“EDPA” or “Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and COMMERCE CAFE, LLC (“COMMERCE CAFE”)

RECITALS

WHEREAS, COMMERCE CAFE is an existing business in the City of Lockhart located at 118 S. Commerce Street, the owner of which desires to make repairs and improvements, expand its operations to the City of Lockhart, Texas (“City”), and retain primary jobs (“the Improvements”); and

WHEREAS, COMMERCE CAFE intends to invest in the Building Improvements; and

WHEREAS, the LEDC is a Texas Type B economic development corporation located in a city with a population of less than 20,000, operating pursuant to the applicable provisions of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the LEDC desires to assist COMMERCE CAFE and offer financial incentives as part of LEDC’s Business Improvement & Growth (“BIG”) Economic Development Program in the City; and

WHEREAS, the LEDC Board finds that the Project as herein described and carried out will promote new or expanded business development and is an “Authorized Project” as that term is defined in Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board will hold at least one public hearing on the Project prior to spending funds in accordance with Sections 505.159(a) of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board finds that this EDPA is conditional in the event the City of Lockhart, Texas (City) receives a petition no later than the 60th day after the date notice of the Project was published, which is duly certified and accepted by the City Council, from more than 10% of the registered voters of the City of Lockhart, Texas, requesting that an election be held before the Project is undertaken in accordance with Section 505.160 of the Texas Local Government Code, as amended; and,

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and COMMERCE CAFE agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be two (2) years from the effective date of this EDPA.

Section 3. COMMERCE CAFE Performance Requirements

In consideration of LEDC agreeing to provide the Grant described below in Section 4, COMMERCE CAFE agrees to perform the following:

- (a) To make the improvements and repairs described in the BIG Program Application filed by the owners of COMMERCE CAFE, LLC, which is attached hereto as Exhibit “A” and incorporated herein for all purposes (“the Improvements”).
- (b) Commence construction of the Improvements within one hundred twenty (120) days after the City’s approval of the construction plans and issuance of a building permit for the same.
- (c) Complete construction of the Improvements within eighteen (18) months after the issuance of the aforesaid building permit.
- (d) COMMERCE CAFE shall provide LEDC with proof of making the Improvements by submitting copies of receipts for expenditures satisfactory to LEDC, which shall be provided within thirty (30) days of completion of the Improvements.
- (e) Keep current in the payment of taxes owed for the facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by COMMERCE CAFE.

Section 4. LEDC Requirements

In consideration of COMMERCE CAFE’s agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) Provide a Grant to COMMERCE CAFE of not more than twenty-thousand dollars (\$20,000.00) of the cost of making the Improvements.
- (b) Provide the Grant to COMMERCE CAFE within fourteen (14) days of receiving satisfactory proof of COMMERCE CAFE's completion of construction of the Improvements and payment of COMMERCE CAFE's payment to its architect, contractor, and vendors in full.

Section 5. Termination and Recapture

- (a) In the event that COMMERCE CAFE discontinues operations for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event COMMERCE CAFE shall be required to repay to LEDC any monies expended by LEDC under Section 4 of this Agreement within thirty (30) days of written demand from LEDC therefore following the expiration of such period; provided however that COMMERCE CAFE shall not be required to repay such monies if such discontinuation of operations is caused by force majeure.

For the purposes of this Agreement, "force majeure" shall be defined as fire, explosion, natural disaster or other act of God, war, pandemic, or civil unrest, taking under eminent domain, regulatory restrictions or action of any applicable governmental entity, or other event or action that makes the conduct of the COMMERCE CAFE illegal or economically unsustainable is beyond the reasonable control of COMMERCE CAFE. COMMERCE CAFE shall not be required to repay such amounts so long as it is, in the opinion of the LEDC, diligently taking action(s) to renew or continue operations.

- (b) In the event, that COMMERCE CAFE shall fail to repay LEDC within thirty (30) days of the date such repayment is due according to the written demand from LEDC, COMMERCE CAFE hereby agrees that LEDC may enforce all of its rights and remedies available at law and in equity against COMMERCE CAFE.

Section 6. Entire Agreement

This Agreement, when executed, contains the entire agreement between LEDC and COMMERCE CAFE with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by LEDC and COMMERCE CAFE.

Section 7. Successors and Assigns

Neither party shall assign its rights, obligations, or interest in this Agreement without the prior written consent of the other party. In the event of consent to such

assignment or in the event of legal succession of COMMERCE CAFE's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 8. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

COMMERCE CAFE:	COMMERCE CAFE
	Attn: Sarah Heard
	118 S. Commerce Street
	Lockhart, TX 78644

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 9. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.

Section 10. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 11. Mutual Assistance

LEDC and COMMERCE CAFE agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 12. Representations and Warranties of LEDC.

LEDC hereby represents, warrants, and covenants that:

- (a) It is a Type B Economic Development Corporation, duly organized and validly existing under the laws of the State, particularly Sections 501 and 505 of the Texas Local Government Code.
- (b) The facility constitutes a “project” as defined in Sections 501.101 and 505.155 of the Texas Local Government Code.
- (c) All requirements related to public notice of the project, particularly those included in Section 505.160 of the Texas Local Government Code, have been satisfied.
- (d) The person executing this Agreement on behalf of the LEDC is fully authorized to do so.

Section 13. Representations and Warranties of COMMERCE CAFE.

- (a) It is a duly incorporated business entity with full authority to enter into this Agreement.
- (b) The person executing this Agreement on behalf of COMMERCE CAFE is fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2022.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steven Lewis, LEDC President

ATTEST:

Michael Kamerlander, LEDC Secretary

COMMERCE CAFE

Sarah Heard

RESOLUTION NO. 2021-02

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH COMMERCE CAFE, LLC FOR A BUSINESS IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Lockhart (“City”) is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Commerce Cafe, LLC has applied to LEDC for a grant pursuant to the LEDC’s Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement (“EDPA”) for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Commerce Cafe, LLC is attached hereto as Exhibit “A” and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

Lockhart Economic Development Corporation

Alan Fielder, Board Chairman

Attest:

Approved as to form:

Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JANUARY 10, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Sally Daniel; Juan Alvarez; Doug Foster (via Zoom).

Board Members Absent: Frank Estrada

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales; Monte Akers; Nicole Warren

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:01 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with William Dodd Fowler, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:01 PM and Closed at 6:02 PM

2.2 Hold a public hearing regarding a performance agreement with Commerce Café, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:02 PM and Closed at 6:03 PM

2.3 Hold a public hearing regarding a performance agreement with Sabre Commercial for the sale of 5 acres in Lockhart Industrial Park II pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:03 PM and Closed at 6:03 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the November 8, 2021 meeting.

No Discussion.

Motion to approve the minutes from the November 8, 2021 meeting.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 5 of 6
Juan Alvarez Abstained

4.2 Discussion and/or action regarding sales tax and financial statements for November and December 2021.

Ms. Larison provided an overview of the financials from the past two months with no significant issues to report. Revenues continue to trend higher than budget and expenses are on track.

Motion to approve the November and December 2021 financial statements.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.3 Discussion and/or action regarding LEDC Resolution 2022-01 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

Motion to approve LEDC Resolution 2022-01 with amendment to remove the second whereas and Sec. 3(c) of the performance agreement.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.4 Discussion and/or action regarding LEDC Resolution 2022-02 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

Motion to approve LEDC Resolution 2022-02.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.5 Discussion and/or action regarding LEDC Resolution 2022-03 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

Motion to approve LEDC Resolution 2022-03 and the property sale agreement for 5.0 acres in Lockhart Industrial Park II with Sabre Commercial, Inc. with addition of building standards language to economic development performance agreement.

Motion: Alfredo Muñoz Second: David Bryant Vote: 6 of 6

5. Executive Session – In: 6:32 PM Out: 7:01 PM

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Porterhouse
- Collie

6. Board Action from Executive Session

None

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for November and December 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 6 of 6

LEDC Board of Directors Adjourned at 7:08 PM.

Minutes approved this the _____ day of _____, 2022.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discuss Resolution 2022-06 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This economic development agreement with Sabre Commercial is for a speculative building collaboration project for the 5-acres of land owned by the LEDC in Industrial Park II. Since this is only for the construction of new spec buildings, it is hard to pinpoint the entire value of the project and the jobs that will be created as a result although staff would expect at least \$7 million est. at full buildout. Staff expects an initial 20,000 SF building and would grow into multiple buildings totaling 70,000 SF as the market demands.

The purchase sale agreement stipulates:

60 days for feasibility

90 days for government approvals (permitting)

30 days max for closing

The attached contract does not place a time constraint on the construction itself. This is done with an economic development performance agreement which is needed to offer the price below and is also attached for the City's consideration. The developer must complete construction within a year of contract of feasibility being completed(Q1-Q2 2023).

Incentives:

The offer of \$1.50/SF land cost for the 5 acres owned by LEDC in Industrial Park II. The total revenue generated by the sale of the land to LEDC would be \$326,700. The cost basis for the land to the EDC is \$0.00. The land was deeded to the LEDC from the City of Lockhart at no cost.

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: N/A

COMMITTEE/BOARD/COMMISSION ACTION: The LEDC Board of Directors unanimously approved the economic development performance agreement and authorized the President of the LEDC to execute the purchase sale agreement.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-06 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-06 Sabre, Sabre EDPA Final Final 1.11.22, Sabre Sales Contract Final 1.7.22 - ML, Sabre Special Warranty Deed with reversionary v4, LEDC Resolution 2022-03 Sabre, LEDC Draft Minutes 1.10.22

RESOLUTION NO. 2022-06

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING A PERFORMANCE AGREEMENT FOR AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE, WITH SABRE COMMERCIAL, INC.**

WHEREAS, the Lockhart Economic Development Corporation (“LEDC”) is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Sabre Commercial, Inc. (“Sabre”), has applied to LEDC for financial incentives for a project whereby Sabre agrees to construct a new facility of at least 20,000 square feet of speculative light industrial space in an area in the City of Lockhart; and

WHEREAS, the Board of Directors finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the Board of Directors is of the opinion that approving a performance agreement for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The Performance Agreement by and between the LEDC and Sabre Commercial, Inc. attached hereto as Exhibit “A” and incorporated herein is hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, Board Attorney

“EXHIBIT A”

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and SABRE COMMERCIAL, INC. (“Sabre”) a limited liability corporation.

RECITALS

WHEREAS, SABRE desires to construct a facility and conduct business operations in the City of Lockhart, Texas (“City”) and to participate in the Economic Development Program established in this Agreement; and

WHEREAS, LEDC desires to establish this Economic Development Program and to offer incentives to Sabre to locate such business in the City; and

WHEREAS, the LEDC is authorized to promote state and local economic development and to stimulate business and commercial activity within the City, and LEDC has determined that substantial economic benefits, including the bringing of new primary jobs to the City, an increase in the City’s tax rolls, and the creation of new opportunities for local employment, will accrue to the City and the surrounding area, if such business is successfully developed on such property; and

WHEREAS, LEDC and Sabre desire to enter into this Agreement in order to comply with Sec. 501.158, Texas Local Government Code, which requires an economic development corporation, in order to offer incentives or make expenditures on behalf of a business enterprise under a project, to enter into a performance agreement that addresses a schedule of jobs created or retained, capital investment to be made, direct incentives provided, and the terms under which repayment shall be made in the event a business enterprise does not meet the requirements specified in the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Sabre agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2. Definitions

(a) “Effective Date” shall mean the date that both parties have executed this Agreement.

(b) “Government Approval” shall mean any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

(c) “New Facility” shall mean a building or buildings with and area of at least twenty-thousand square feet (20,000 sf) that is constructed on the “Property” by Sabre.

(d) “Property” shall mean 5.0 acres, more or less, described as LOCKHART INDUSTRIAL PARK II, BLOCK 2, LOT 8-B, RESUB #2 REPLAT, ACRES 5.0 (the address of which is 200 E. MLK Jr. Blvd., Lockhart, Texas 78644) in the City of Lockhart, Caldwell County, Texas.

Section 3: Term

The term of this Agreement shall be five (5) years, commencing on the effective date of this Agreement, and terminating at midnight on the day immediately preceding the fifth anniversary of the effective date.

Section 4. Sabre Requirements

In consideration of the financial incentives described and offered by LEDC pursuant to this Agreement, Sabre agrees:

- (a) To construct the New Facilities, with a build quality equal to existing building quality and standards in Lockhart Industrial Park II at the time of execution of this agreement, on the Property within the following time frame:
 - (i) Sabre shall apply for and acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of contract execution on the Property.
 - (ii) Sabre shall complete construction of the New Facility within twelve (12) months from the expiration of the sixty (60) day feasibility period from contract execution on the Property consistent with the site plan in Exhibit “A”.
- (b) Sabre shall not, during the term of this agreement, sell or offer to sell the Property to any person or party other than the LEDC without approval of the LEDC Board of Directors, and should it be offered for sale to the LEDC the purchase price shall be no greater than Sabre’s purchase price stated in Section 5 of this Agreement.
- (c) To accept and agree to the terms of the Special Warranty Deed, which includes a reversionary clause, in substantially the form attached hereto as Exhibit “B” at the time of closing on the Property.

- (d) To continue business operations at the New Facility throughout the term of this Agreement.
- (e) To keep current in the payment of taxes owed by Sabre to any taxing jurisdiction having jurisdiction in connection with its operations in Lockhart.
- (f) To meet all requirements of this Agreement and to comply with all applicable City of Lockhart ordinances, state and federal law, and related requirements during the term of this Agreement.

Section 5. LEDC Requirements

In consideration of Sabre agreement to develop within the City and to perform the other acts described herein, LEDC agrees it will convey the Property to Sabre at a purchase price of one dollar and fifty cents (\$1.50) per square foot, for a total of \$326,700.00.

Section 6. Closing/Reversion

- (a) Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Government Approval period, or 45 days from receipt of all necessary permits to site development
- (b) LEDC shall convey the Property to Sabre by Special Warranty Deed that shall contain a reversionary clause providing that in the event Sabre fails to acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of closing on the Property, as provided in Section 4(a)(i), OR fails to complete construction of the New Facilities within twenty-four (24) months of closing on the Property, as provided in Section 4(a)(ii), then title and ownership of the Property shall revert to the LEDC.
- (c) The LEDC shall notify Sabre in writing in the event the LEDC determines that the requirements for reversion of title and ownership of the Property have occurred and shall tender therewith a refund of the purchase price of \$326,700.00 payable to Sabre.

Section 7. Entire Agreement

This Agreement, when executed, contains the entire agreement between the LEDC and Sabre with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and Sabre.

Section 8. Successors and Assigns

This Agreement may not be assigned to any third party by Sabre without the written consent of LEDC. In the event of such assignment or in the event of legal succession of Sabre interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 9. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Sabre: Sabre Commercial, Inc.
Attn: Matt Lutz
2001 Chicon Street
Austin, Texas 78722

Lockhart Economic Development Corporation:
Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

LEDC and Sabre agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2022.

THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steve Lewis, President

ATTEST:

Michael Kamerlander, LEDC Secretary

SABRE COMMERCIAL, INC. :

Matthew Lutz, CEO

**UNIMPROVED PROPERTY CONTRACT**
NOTICE: Not For Use For Condominium Transactions

- 1. PARTIES:** The parties to this contract are Lockhart Economic Development Corporation (Seller) and Matthew E. Lutz and/or Assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
- 2. PROPERTY:** Lot LOT 8-B, RESUB #2 REPLAT, Block 2,
Lockhart Industrial Park II, 5.0 Acres Addition,
City of Lockhart, County of Caldwell,
Texas, known as 200 E. MLK Jr. Blvd, 78644
(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
- 3. SALES PRICE:**
- | | |
|--|------------------|
| A. Cash portion of Sales Price payable by Buyer at closing | \$ <u>326700</u> |
| B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum | \$ <u>0</u> |
| C. Sales Price (Sum of A and B) | \$ <u>326700</u> |
- 4. LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Matthew E. Lutz is a licensed real estate broker in the state of Texas.
- 5. EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 10,000.00 as earnest money to Capstone Title, LLC c/o Travis Smith, as escrow agent, at 901 S. MoPac Expressway Building 2, Suite 150 Austin, TX 78746 (address). Buyer shall deliver additional earnest money of \$ N/A to escrow agent within N/A days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**
- 6. TITLE POLICY AND SURVEY:**
- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Capstone Title, LLC (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐ (i) will not be amended or deleted from the title policy; or
☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☒ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: development of a pre-engineered metal warehouse development.

Buyer must object the earlier of (i) the Closing Date or (ii) 45 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____.

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before See Special Provisions Par 11., 20, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a ~~general~~ ^{special} warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

1) Matthew Lutz may assign the contract to a party in which he is a partner/principal. 2) Governmental Approvals - In addition to the basic Feasibility and Inspection period referenced in paragraph 23., Purchaser shall have a 90 day period to obtain all applicable governmental approvals for the development of the property, and shall be at Purchaser's sole and absolute discretion, as to the nature and density of such development. Seller shall fully cooperate with Purchaser in all respects with regard to the pursuit of such development. Said cooperation shall be at no cost to Seller. 3. Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Governmental Approval Period, or 45 days from receipt of all necessary permits to site development.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: Matthew Lutz

2001 Chicon Street Austin, TX 78722

Phone: (512) 767-7406

Fax: (512) 767-7401

E-mail: mlutz@sabrecommercial.com

To Seller

at: Lockhart Economic Development Corporatio

P.O. Box 239, Lockhart, Texas 78644

Phone: (512) 398-3461

Fax: (512) 398-5103

E-mail: mkamerlander@lockhart-tx.org

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| ☐ Third Party Financing Addendum | ☐ Addendum for Coastal Area Property |
| ☐ Seller Financing Addendum | ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Buyer's Temporary Residential Lease | ☐ Addendum for Sale of Other Property by Buyer |
| ☐ Seller's Temporary Residential Lease | ☐ Addendum for Property in a Propane Gas System Service Area |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | ☐ Other (list): <u>1) Sabre LEDC Performance Agreement 2) Special Warranty Deed</u> |
| ☐ Addendum for "Back-Up" Contract | _____ |
| ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| | _____ |
| | _____ |

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☒ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: Monte Akers

6371 Preston Rd. Ste 200, Frisco Texas 75034

Phone: ()

Phone: (972) 668-6400

Fax: ()

Fax: ()

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer _____

Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Matthew E. Lutz 0426021
Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Associate's Name License No.

Associate's Email Address Phone

Licensed Supervisor of Associate License No.

2001 Chicon Street 512-784-6814

Other Broker's Address Phone

Austin TX 78722

City State Zip

Listing Associate's Name License No.

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Listing Broker has agreed to pay Other Broker N/A of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF CALDWELL

§

This Deed is made on the ____ day of _____, 2022, between the Lockhart Economic Development Corporation, as Grantor, the address of which is 215 E. Market Street, P.O. Box 239, Lockhart, TX 78644 and Sabre Commercial, Inc., as Grantee, the address of which is 2001 Chicon Street, Austin, Texas 78722.

For consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys the following described real property to the Grantee forever:

5.0 acres, more or less, described as LOCKHART INDUSTRIAL PARK II, BLOCK 2, LOT 8-B, RESUB #2 REPLAT, ACRES 5.0 (the address of which is 200 E. MLK Jr. Blvd., Lockhart, Texas 78644) in the City of Lockhart, Caldwell County, Texas.

TO HAVE AND TO HOLD the same in fee simple, provided however, that should Grantee fail to perform the requirements and obligations described in that one certain Economic Development Performance Agreement by and between Grantor and Grantee, a copy of which is attached hereto as Exhibit "A" and which is incorporated herein for all purposes, being that in the event that Grantee fails to acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of closing on the Property, as provided in Section 4(a)(i), OR fails to complete construction of the New Facility within twenty-four (24) months of closing on the Property, as provided in Section 4(a)(ii), then title to the real property shall automatically revert to Grantor for the amount paid by Grantee pursuant to the terms contained within Exhibit "A" and Grantor shall have the right to re-enter the premises and, upon exercise of such re-entry, all right, title and interest of grantee in the above-described premises shall cease and revert immediately to grantor, his heirs and assigns.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the above described property in fee simple and that Grantor has good right and lawful authority to sell and convey the property. Grantor hereby warrants and agrees to forever defend the right and title to

the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

EXECUTED this ____ day of _____, 2022.

Lockhart Economic Development Corporation

Steven Lewis, President

Attest:

Michael Kamerlander, Secretary

STATE OF TEXAS

COUNTY OF CALDWELL

On this day, personally appeared before me, _____, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this ____ day of _____, 2022.

Notary's Public Signature: _____

My commission expires _____.

ACCEPTED AND AGREED TO Sabre Commercial, Inc., Grantee

Name: Matthew Lutz
Title: CEO

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A PERFORMANCE AGREEMENT FOR AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE, SUCH PROJECT BEING KNOWN AS "SPECS."

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Sabre Commercial, Inc. ("Sabre"), has applied to LEDC for financial incentives for a project whereby Sabre agrees to construct a new facility of at least 20,000 square feet of speculative light industrial space in an area in the City of Lockhart; and

WHEREAS, the Board of Directors finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the Board of Directors is of the opinion that approving a performance agreement for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The Performance Agreement by and between the LEDC and Sabre Commercial, Inc. attached hereto as Exhibit "A" and incorporated herein is hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 6th day of January, 2022.

Lockhart Economic Development Corporation



Alan Fielder, President

Attest:

Approved as to form:



Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JANUARY 10, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Sally Daniel; Juan Alvarez; Doug Foster (via Zoom).

Board Members Absent: Frank Estrada

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales; Monte Akers; Nicole Warren

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:01 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with William Dodd Fowler, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:01 PM and Closed at 6:02 PM

2.2 Hold a public hearing regarding a performance agreement with Commerce Café, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:02 PM and Closed at 6:03 PM

2.3 Hold a public hearing regarding a performance agreement with Sabre Commercial for the sale of 5 acres in Lockhart Industrial Park II pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:03 PM and Closed at 6:03 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the November 8, 2021 meeting.

No Discussion.

Motion to approve the minutes from the November 8, 2021 meeting.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 5 of 6
Juan Alvarez Abstained

4.2 Discussion and/or action regarding sales tax and financial statements for November and December 2021.

Ms. Larison provided an overview of the financials from the past two months with no significant issues to report. Revenues continue to trend higher than budget and expenses are on track.

Motion to approve the November and December 2021 financial statements.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.3 Discussion and/or action regarding LEDC Resolution 2022-01 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

Motion to approve LEDC Resolution 2022-01 with amendment to remove the second whereas and Sec. 3(c) of the performance agreement.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.4 Discussion and/or action regarding LEDC Resolution 2022-02 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

Motion to approve LEDC Resolution 2022-02.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.5 Discussion and/or action regarding LEDC Resolution 2022-03 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

Motion to approve LEDC Resolution 2022-03 and the property sale agreement for 5.0 acres in Lockhart Industrial Park II with Sabre Commercial, Inc. with addition of building standards language to economic development performance agreement.

Motion: Alfredo Muñoz Second: David Bryant Vote: 6 of 6

5. Executive Session – In: 6:32 PM Out: 7:01 PM

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Porterhouse
- Collie

6. Board Action from Executive Session

None

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for November and December 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 6 of 6

LEDC Board of Directors Adjourned at 7:08 PM.

Minutes approved this the _____ day of _____, 2022.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

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

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

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

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: Update of COVID-19 orders and Council actions, GA-39, GA-38, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



GOVERNOR GREG ABBOTT

August 25, 2021

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

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

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

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

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

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

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

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

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

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

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

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

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

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

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

AUG 25 2021

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

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

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

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

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

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

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2PM O'CLOCK

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021



GOVERNOR GREG ABBOTT

July 29, 2021

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

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

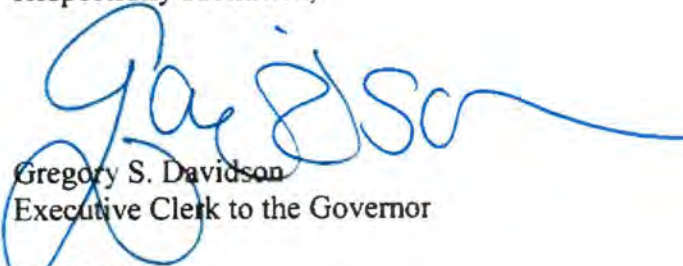
Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

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

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

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

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

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

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

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

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

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

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

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JUL 29 2021

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

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

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

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

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

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

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SECRETARY OF STATE
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JUL 29 2021

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

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

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

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JUL 29 2021

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

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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SECRETARY OF STATE
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JUL 29 2021

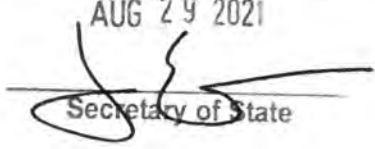


GOVERNOR GREG ABBOTT

August 29, 2021

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

AUG 29 2021


Secretary of State

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

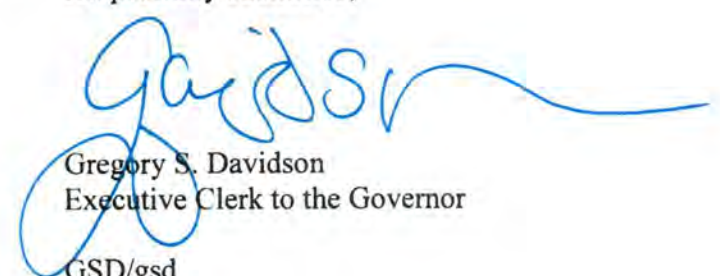
Dear Mr. Deputy Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

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

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:


JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
5:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

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

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

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

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

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

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

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

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

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

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

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

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

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

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

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SECRETARY OF STATE
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OCT 11 2021

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

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

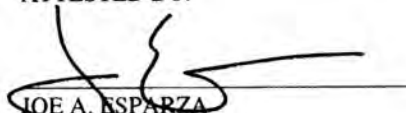
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

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



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

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SECRETARY OF STATE
9:30 PM O'CLOCK

OCT 11 2021

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-22-01 by Alan Balser, and discussion and/or action to consider Ordinance 2022-01 for a **Zoning Change** from *AO Agricultural-Open Space District* to *RHD Residential High Density District* on 40 acres in the Cornelius Crenshaw survey, Abstract No. 68, located at 1601 Silent Valley Road (FM 2001).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The owner would like to make the property available for high density residential development, which would typically be apartments but could be other forms of housing such as townhouses. High density residential development is allowed only in the requested RHD zoning district. ***Refer to the attached staff report for detailed information.***

PROJECT SCHEDULE (if applicable): Not Applicable.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: At their January 12th meeting, the Planning and Zoning Commission unanimously recommended APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2022-01 rezoning 40 acres at 1601 Silent Valley Road from AO to RHD.

LIST OF SUPPORTING DOCUMENTS: zc2201 ordinance, ZC2201 exhibit A, ZC2201 case map, ZC2201 zoning, ZC2201 future landuse, ZC2201 aerial, zc2201 staff report, ZC2201 letter of support, ZC2201 application

ORDINANCE 2022-01

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 40 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1601 SILENT VALLEY ROAD (FM 2001), FROM AO AGRICULTURAL–OPEN SPACE DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on January 12, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-22-01 as 40 acres in the Cornelius Crenshaw Survey, Abstract No. 68, more particularly described in Exhibit “A” and located at 1601 Silent Valley Road (FM 2001), will be reclassified from AO Agricultural – Open Space District to RHD Residential High Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 18th DAY OF JANUARY, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney



All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Cornelius Crenshaw Survey A-68 and being also a part of a tract of land called 228.120 acres and conveyed to Alan Balser et ux by deed recorded in Instrument #2017-005439 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped iron pin found stamped "HINKLE SURVEYORS" used for basis of bearing (direct tie) in the SW corner of a Residue tract called 40.039 acres and conveyed to Jason Balser et al by deed recorded in Instrument #2018-006381 of the said Official Public Records and in an exterior corner of the said 228.120 acre tract and in the North line of F.M. #2001 for the SE corner this tract.

THENCE with the North and East lines of F.M. #2001 and the South and West lines of the said 228.120 acre tract for the following five (5) courses:

(1) S 79 degrees 16 minutes 59 seconds W 477.09 feet to a concrete monument found in the PC of a curve. **(2) With a curve turning to the right having a radius of 1105.92 feet and an arc length of 1773.77 feet and the chord of which bears N 54 degrees 48 minutes 31 seconds W 1589.67 feet** to a concrete monument found for the PT of the said curve. **(3) N 08 degrees 47 minutes 54 seconds W 157.10 feet** to a concrete monument found for a reentrant corner this tract. **(4) N 80 degrees 41 minutes 07 seconds E 34.41 feet** to a concrete monument found used for basis of bearing (direct tie) for an ell corner this tract. **(5) N 08 degrees 55 minutes 25 seconds W 284.16 feet** to a calculated point for the NW corner this tract.

THENCE over and across the said 228.120 acre tract for the following five (5) courses:

(1) N 81 degrees 04 minutes 36 seconds E 48.91 feet to a calculated point in the PC of a curve. **(2) With a curve turning to the right having a radius of 429.98 feet and an arc length of 196.93 feet and the chord of which bears S 85 degrees 48 minutes 11 seconds E 195.21 feet** to a calculated point for the PT of the said curve. **(3) S 72 degrees 40 minutes 57 seconds E 972.23 feet** to a calculated point in the PC of a curve. **(4) With a curve turning to the left having a radius of 428.08 feet and an arc length of 196.06 feet and the chord of which bears S 85 degrees 48 minutes 11 seconds E 194.35 feet** to a point for the PT of the said curve. **(5) N 81 degrees 04 minutes 36 seconds E 250.77 feet** to a point in the East line of the said 228.120 acre tract and a West line of the above mentioned 40.039 acre tract for the NE corner this tract.

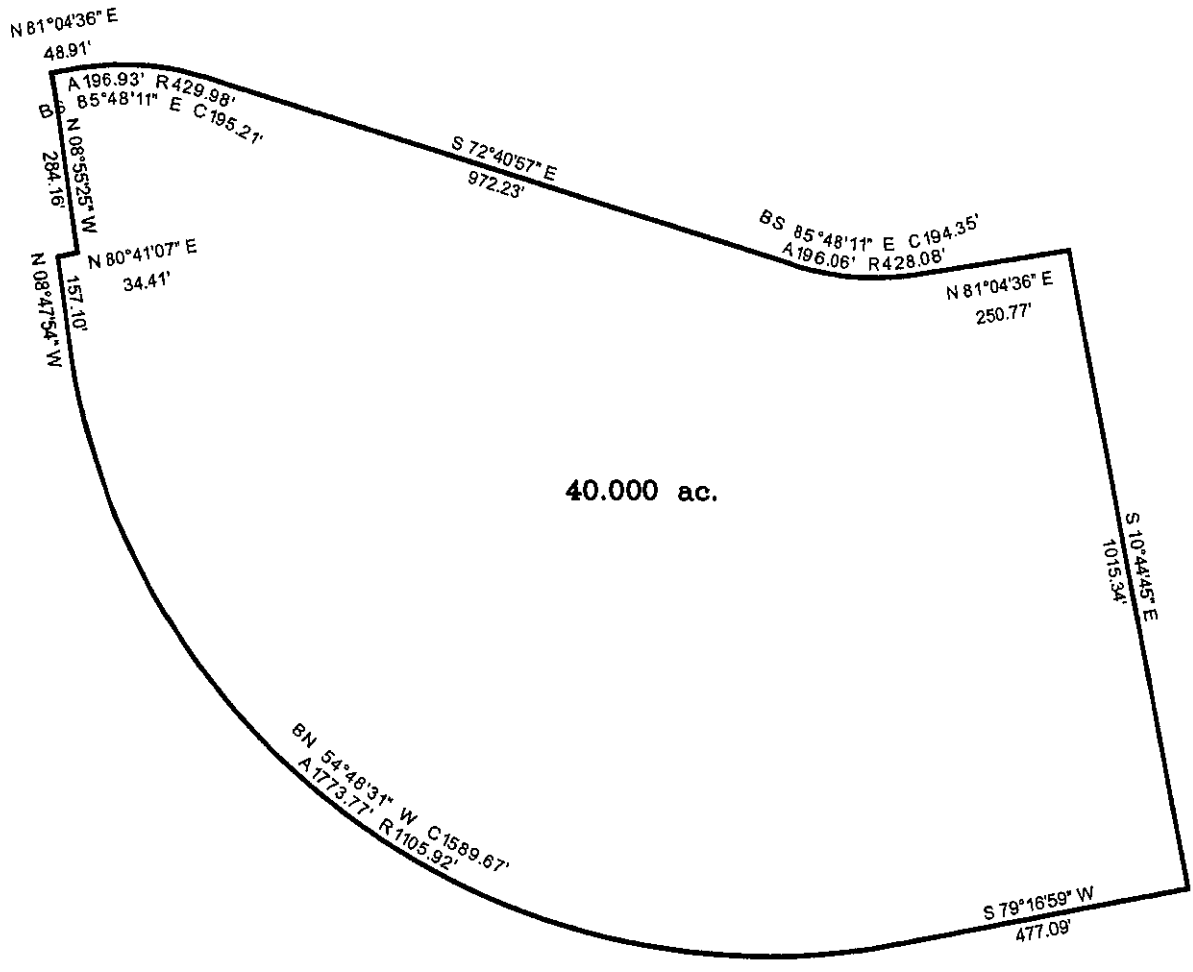
THENCE S 10 degrees 44 minutes 45 seconds E with a West line of the said 40.039 acre tract and an East line of the said 228.120 acre tract **1015.34 feet** to the place of beginning containing 40.000 acres of land more or less.

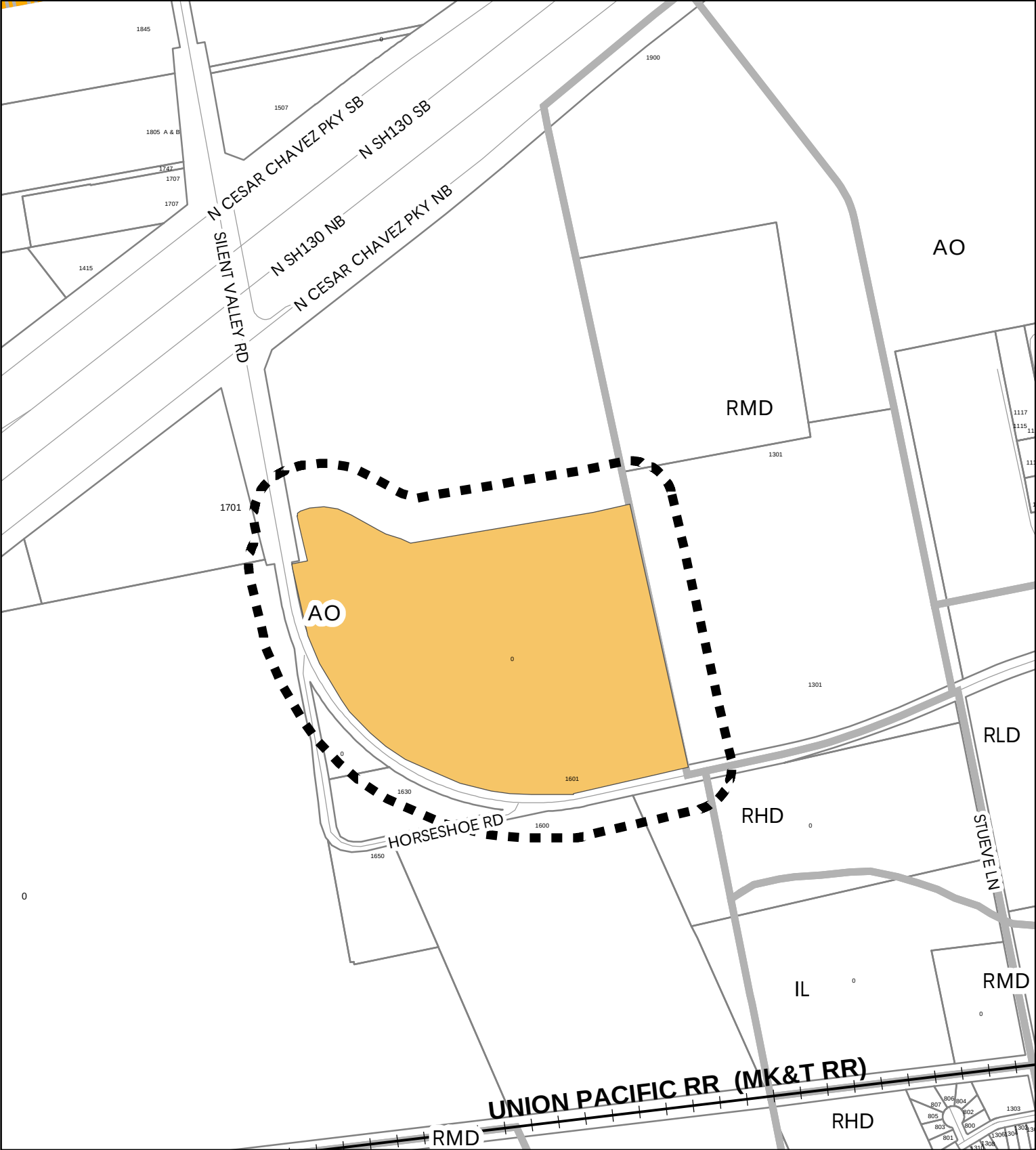
I hereby certify, that the foregoing field notes are a true and correct description of a survey made from public records (and not intended to be used for title conveyance) under my direct supervision on October 5, 2021 and revised on November 23, 2021. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Hinkle Surveyors 2021 Firm Registration No. 100866-00

P.O. Box 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM





ZC-22-01

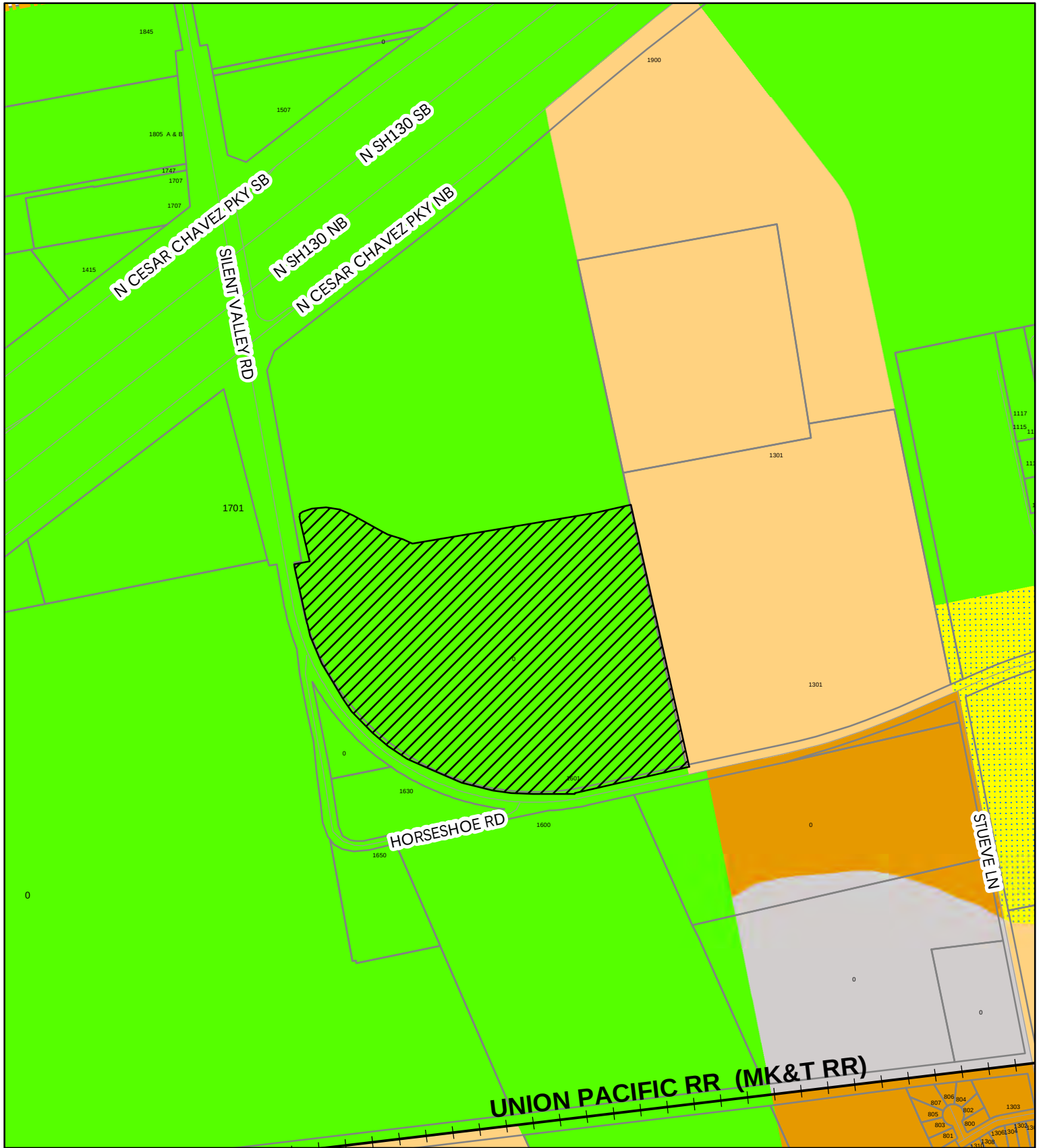
AO TO RHD

1601 SILENT VALLEY RD



scale 1" = 600'

-  SUBJECT PROPERTY
-  ZONING BOUNDARY
-  200 FT BUFFER



ZC-22-01

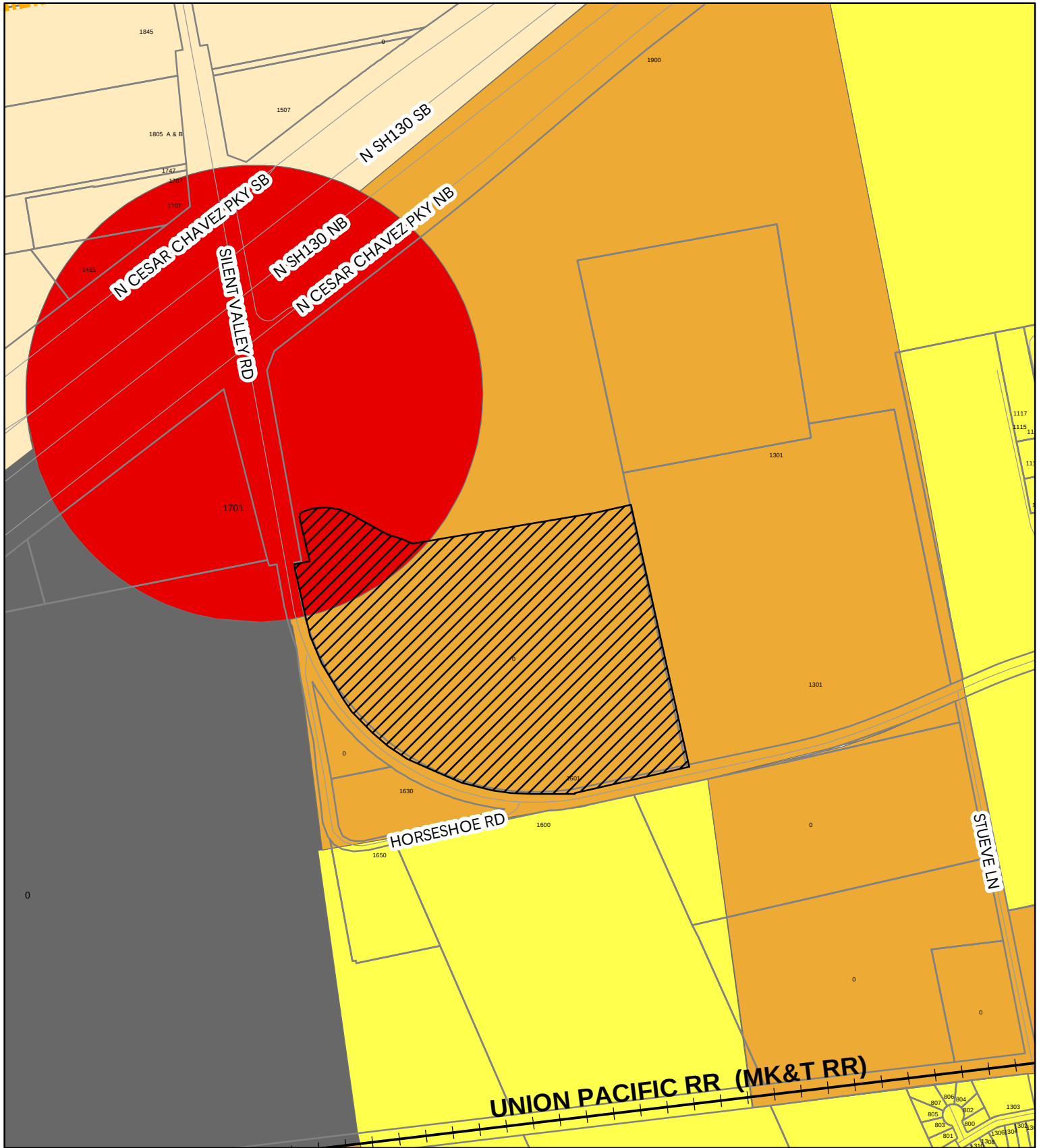
AO TO RHD

1601 SILENT VALLEY RD

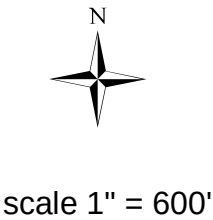


scale 1" = 600'

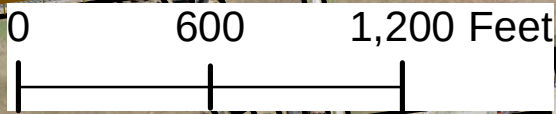
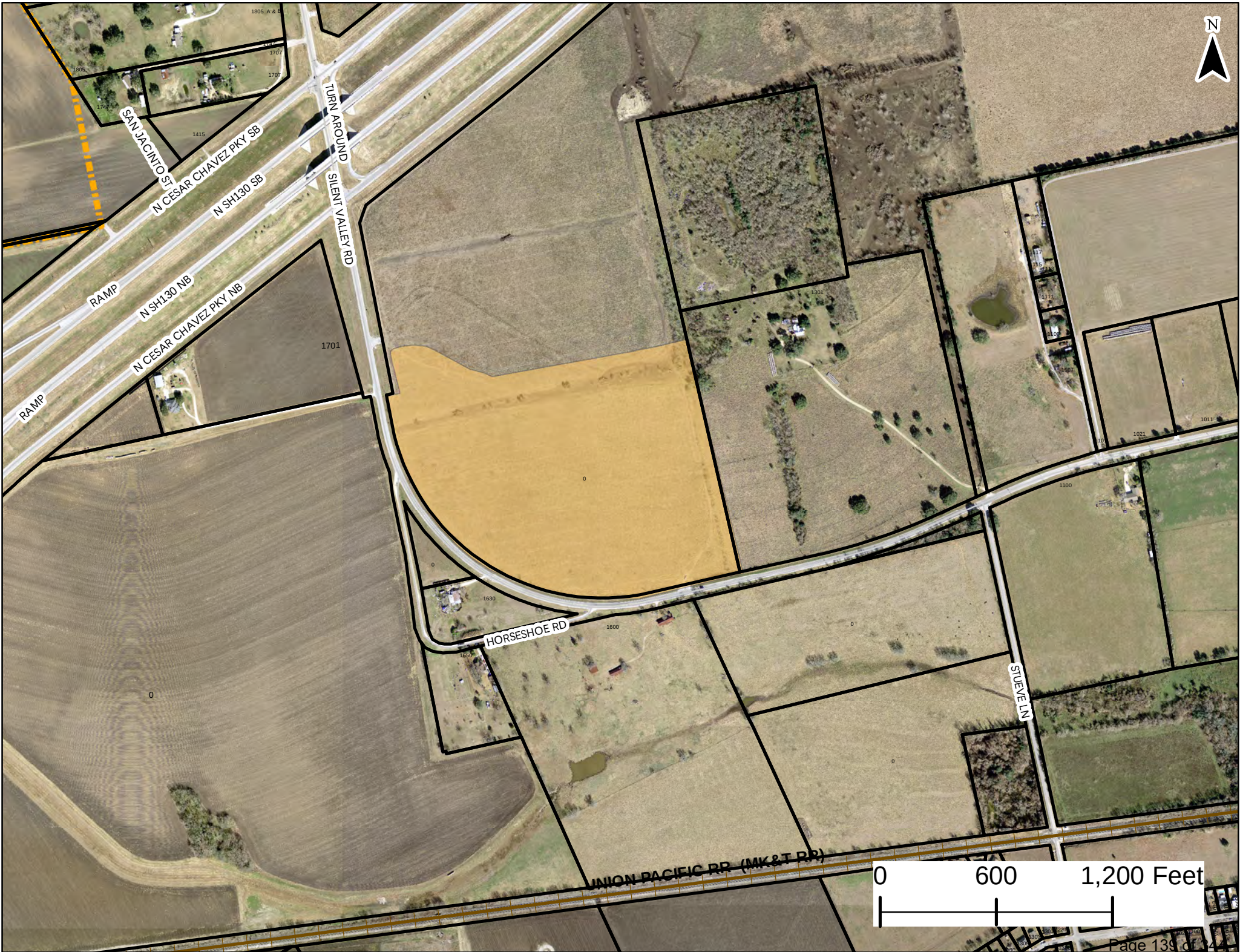
- ZONING DISTRICTS**
- AGRICULTURAL-OPEN SPACE
 - COMMERCIAL LIGHT BUSINESS
 - INDUSTRIAL LIGHT
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL LOW DENSITY
 - RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE
 AO TO RHD
 1601 SILENT VALLEY RD



- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- INDUSTRY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY



CASE SUMMARY

STAFF: Dan Gibson, City Planner

CASE NUMBER: ZC-22-01

REPORT DATE: January 6, 2022

PLANNING AND ZONING COMMISSION HEARING DATE: January 12, 2022

CITY COUNCIL HEARING DATE: December 18, 2022

REQUESTED CHANGE: AO to RHD

STAFF RECOMMENDATION: **Approval**PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval****BACKGROUND DATA**

APPLICANT: Alan Balser

OWNER: Same

SITE LOCATION: 1601 Silent Valley Rd. (FM 2001)

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 40 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: *Medium Density Residential, General-Heavy Commercial***ANALYSIS OF ISSUES**

REASON FOR REQUESTED ZONING CHANGE: Staff is not aware of any specific plans for the subject parcel, but the owner would like to make the property available for high density residential development, which would typically be apartments but could be other forms of housing such as townhouses.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant land	AO	<i>Medium Density Residential, General-Heavy Commercial</i>
East	Vacant land, one single-family dwelling	RMD	<i>Medium Density Residential</i>
South	Vacant land, two single-family dwellings	AO, RHD	<i>Low Density Residential</i>
West	Vacant land, one single-family dwelling	AO	<i>Medium Density Residential, Industry</i>

TRANSITION OF ZONING DISTRICTS: There is an undeveloped area zoned RHD southeast of the subject property on the south side of Silent Valley Road. Otherwise, there is no other RHD zoning nearby. The RMD-zoned area adjacent to the east is just one step lower in terms of residential density.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be available from Silent Valley Road. Water will be available with short off-site extensions to the east or north along Silent Valley Road, but there is currently no sanitary sewer in the area. However, because other large developments are being proposed in the area north and east of Silent Valley Road, a major off-site sewer line extension is planned to be constructed from the railroad track northward along Stueve Lane to serve this part of the city. Further extensions are the responsibility of subdivisions to be developed east of the subject property.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is currently rural in nature, with sparse development. The abutting tracts are planned to be developed as a variety of residential densities and housing types, so the development of the subject property will be just one element in the changing character of the entire area. As this part of the city is developed, the greatest impact will be traffic on Cesar Chavez Parkway, Silent Valley Road, and the future extension of Stueve Lane. Each developer proposing access onto a State road will be required by TxDOT to do a traffic impact analysis, and TxDOT can require the developer to construct roadway safety improvements at street and driveway intersections if determined to be necessary by the traffic impact analysis.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is not consistent with the *Medium Density Residential* future land use designation, but the subject property is located in a transition area from higher land use intensities to the north and west, and lower land use intensities to the east, if those areas are developed in accordance with the land use plan map. Therefore, the proposed RHD zoning classification represents an acceptable deviation in terms of land use intensity.

ALTERNATIVE CLASSIFICATIONS: The zoning classification that would be most consistent with the land use plan map is RMD, which is the same as the existing zoning of the tract adjacent to the east.

RESPONSE TO NOTIFICATION: The owner and resident of land across Silent Valley Road to the west submitted the attached letter.

STAFF RECOMMENDATION: Approval.

January 12, 2022

Lockhart Planning & Zoning Commission
P.O. Box 239
Lockhart, TX 78644

Re: Zoning Support

To Whom It May Concern:

My name is Doug Spillman and I am the major land owner adjoining both of Mr. Balser's zoning proposals ZC-22-01 and ZC-22-02.

I fully support and recommend both zoning proposals.

Thank you,

Doug Spillman
Doug Spillman

My concern is that when waste water utilities are planned and developed that sufficient capacity is provided for full and complete development for the area that it serves beyond the zoning area.

C.D.S.



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 Alan Balser
DAY-TIME TELEPHONE 214-368-8025
E-MAIL awb@palaura.com

ADDRESS 11166 Lawnhaven Rd.
Dallas, TX 75230

OWNER NAME Alan Balser
DAY-TIME TELEPHONE 214-368-8025
E-MAIL awb@palaura.com

ADDRESS 11166 Lawnhaven Rd.
Dallas, TX 75230

PROPERTY

ADDRESS OR GENERAL LOCATION Between 1301 Silent Valley Rd. & Toll Road 130, Lockhart, TX 75644
LEGAL DESCRIPTION (IF PLATTED) See attached metes & bounds description
SIZE 40 ACRE(S) LAND USE PLAN DESIGNATION Med Density Residential
EXISTING USE OF LAND AND/OR BUILDING(S) Agriculture
PROPOSED NEW USE, IF ANY High Density Housing

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agriculture AO
TO PROPOSED ZONING CLASSIFICATION High Density Residential RHD
REASON FOR REQUEST High density housing such as apartments.

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 \$ 950.⁰⁰ PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE Alan Balser

DATE 11/24/2021

OFFICE USE ONLY

ACCEPTED BY Dan Gibson

RECEIPT NUMBER 01043061

DATE SUBMITTED 11-24-21

CASE NUMBER ZC - 22 - 01

DATE NOTICES MAILED 12-22-2021

DATE NOTICE PUBLISHED 12-30-2021

PLANNING AND ZONING COMMISSION MEETING DATE 1-12-22

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 1-18-22

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-22-02 by Alan Balser, and discussion and/or action to consider Ordinance 2022-02 for a **Zoning Change** from *AO Agricultural-Open Space District* to *RHD Residential High Density District* on 6.52 acres in the W. C. Williams Survey, Abstract No. 300, located at 2100 North Cesar Chavez Parkway - Northbound (SH 130).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The owner would like to make the property available for high density residential development, which would typically be apartments but could be other forms of housing such as townhouses. High density residential development is allowed only in the requested RHD zoning district. ***Refer to the attached staff report for detailed information.***

PROJECT SCHEDULE (if applicable): Not applicable.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: At their January 12th meeting the Planning and Zoning Commission unanimously recommended APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2022-02 rezoning 6.52 acres at 2100 North Cesar Chavez Parkway - Northbound from AO to RHD.

LIST OF SUPPORTING DOCUMENTS: zc2202 ordinance, ZC2202 exhibit A, ZC2202 case map, ZC2202 zoning, ZC2202 future landuse, ZC2202 aerial, zc2202 staff report, ZC2202 letter of support, ZC2202 application

ORDINANCE 2022-02

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 6.52 ACRES IN THE W. C. WILLIAMS SURVEY, ABSTRACT NO. 300, LOCATED AT 2100 NORTH CESAR CHAVEZ PARKWAY – NORTHBOUND (SH 130), FROM AO AGRICULTURAL–OPEN SPACE DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on January 12, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-22-02 as 6.53 acres in the W. C. Williams Survey, Abstract No. 300, more particularly described in Exhibit “A” and located at 2100 North Cesar Chavez Parkway – Northbound (SH 130), will be reclassified from AO Agricultural – Open Space District to RHD Residential High Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 18th DAY OF JANUARY, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney



All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the W.C. Williams Survey A-300 and being also a part of a tract of land called 21.63 acres and conveyed to Fred E. Willms Jr. by deed recorded in Volume 396 Page 80 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a ½" iron pin found used for basis of bearing in the intersection of the South line of the above mentioned 21.63 acre tract and the SE line of North Cesar Chavez Parkway and in an exterior corner of a tract of land called 228.120 acres and conveyed to Alan Balser et ux by deed recorded in Instrument #2017-005439 of the Official Public Records of Caldwell County, Texas for the West corner this tract.

THENCE N 53 degrees 31 minutes 01 seconds E over and across the said 21.63 acre tract and with the SE line of North Cesar Chavez Parkway **1200.29 feet** to a ½" iron pin found used for basis of bearing in the East line of the said 21.63 acre tract and the apparent NW corner of a tract of land called 9.044 acres and conveyed to Charles D. Spillman et ux by deed recorded in Instrument #2016-004881 of the said Official Public Records for the NE corner this tract.

THENCE S 09 degrees 14 minutes 51 seconds E with the East line of the said 21.63 acre tract and the apparent West line of the above mentioned 9.044 acre tract **532.23 feet** to a 5/8" iron pin found in the SE corner of the said 21.63 acre tract and the apparent SW corner of the said 9.044 acre tract and the North line of the above mentioned 228.120 acre tract for the SE corner this tract.

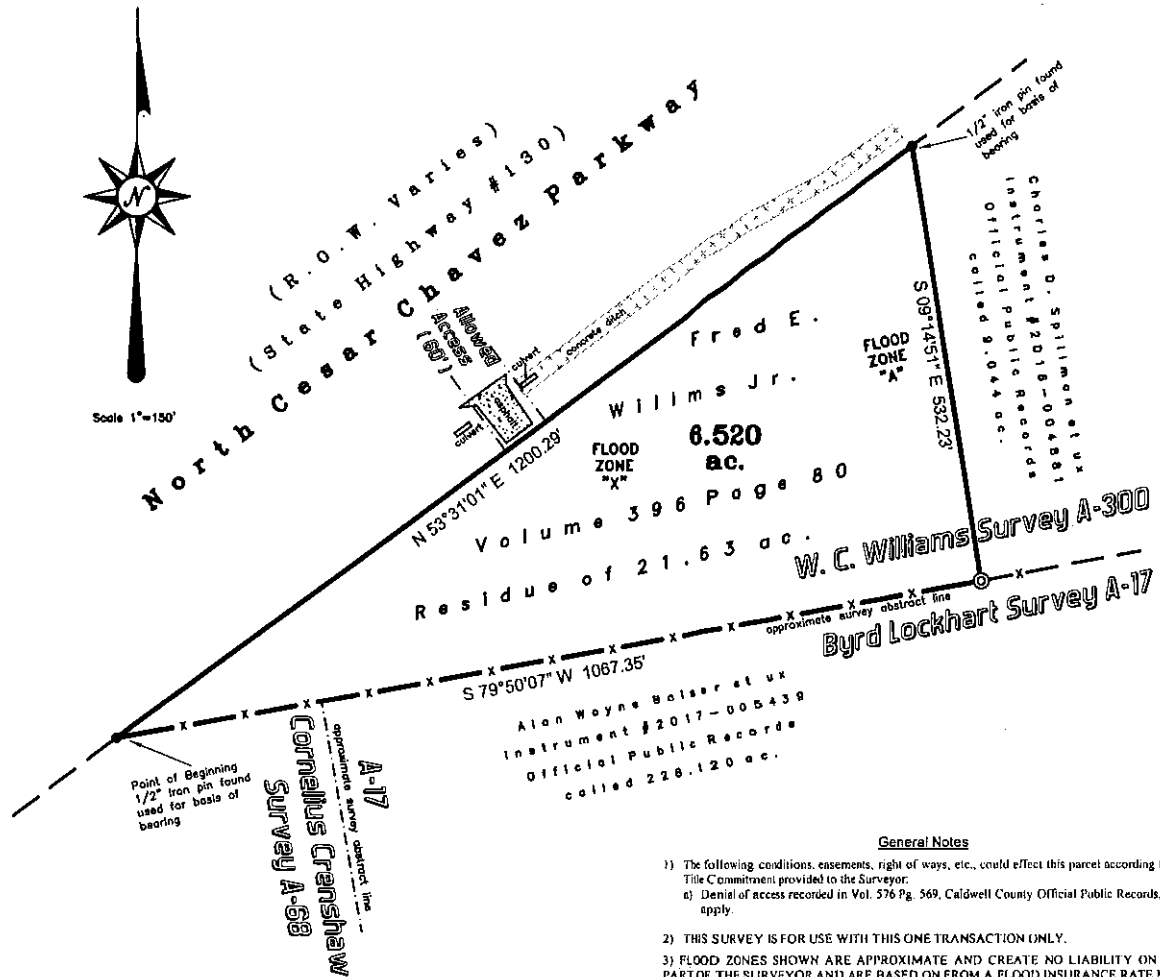
THENCE S 79 degrees 50 minutes 07 seconds W with the South line of the said 21.63 acre tract and the North line of the said 228.120 acre tract **1067.35 feet** to the place of beginning containing **6.520 acres** of land more or less.

I hereby certify, that the foregoing field notes are a true and correct description of a survey made under my direct supervision on December 9, 2020 and revised on January 12, 2021. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



City of Lockhart Caldwell County, Texas

W. C. Williams Survey A-300



G.F. #2069410-LKH
PROPOSED BORROWER: Alan Balser and Pam Balser

General Notes

- The following conditions, easements, right of ways, etc., would effect this parcel according to the Title Commitment provided to the Surveyor:
 - Denial of access recorded in Vol. 576 Pg. 569, Caldwell County Official Public Records, does apply.
- THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FEMA Panels #48055C015E effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This Flood Statement, as Determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.

SURVEY PLAT

Showing a 6.520 acre tract of land out of the W.C. Williams Survey A-300 in the City of Lockhart, Caldwell County, Texas. I do hereby certify to ALAN BALSER and PAM BALSER, that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on December 9, 2020 and revised on January 12, 2021, (2) I have shown or noted all recorded easements or right of ways listed in the title report provided by Independence Title, Lockhart, Texas, G.F. #2069410-LKH effective date November 19, 2020, and shown all observable evidence of easements on the ground. There are no encroachments, protrusions, conflicts nor any shortages in area nor boundary other than shown hereon. **THIS SURVEY IS CERTIFIED TO THE PERSON(S) / COMPANY SHOWN HEREON AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS TRANSACTION OR FOR ANY PERSON(S) / COMPANY NOT LISTED HEREON.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



LEGEND

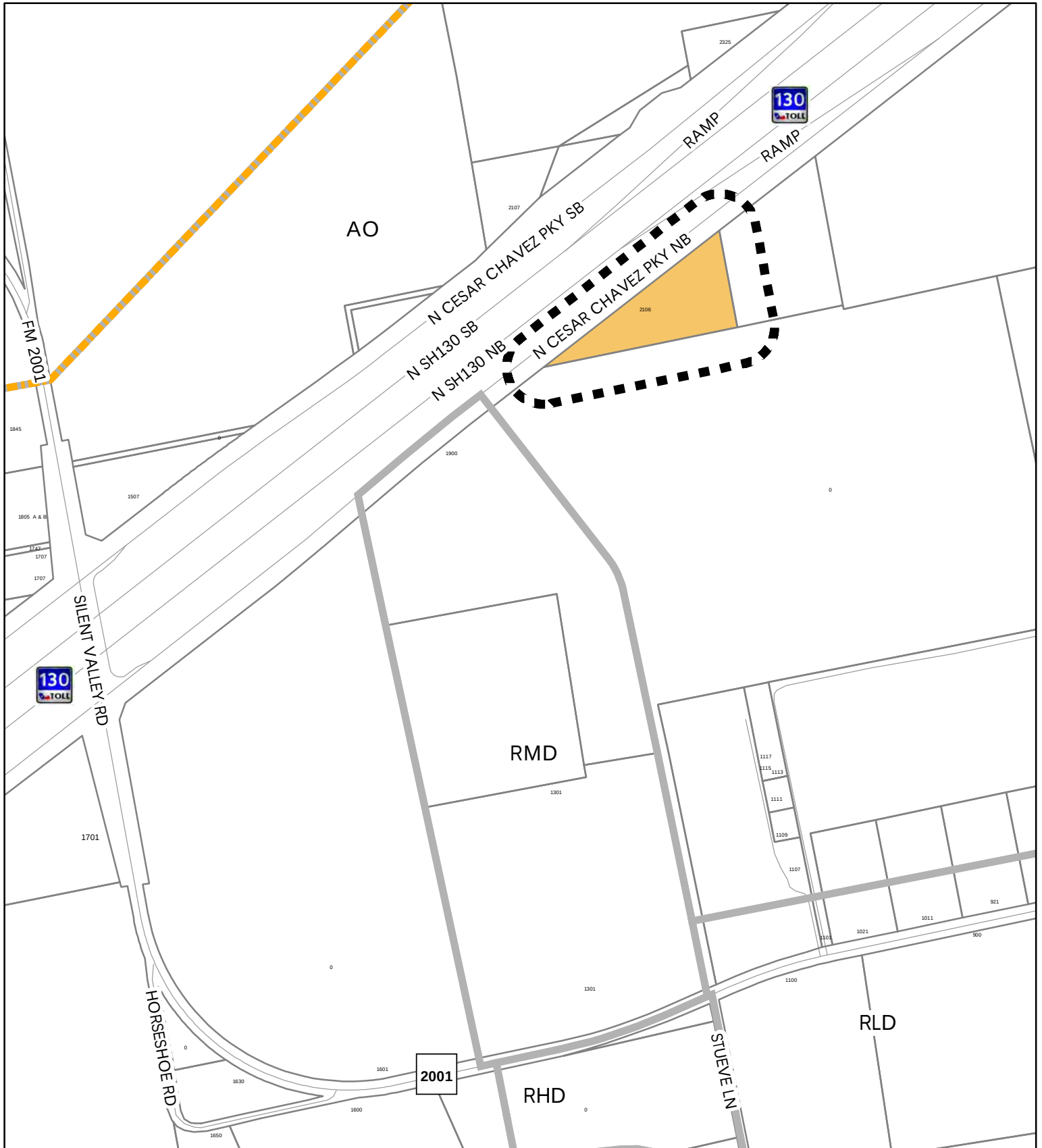
- 1/2" IRON PIN FOUND
- ⊙ 5/8" IRON ROD FOUND
- X- FENCES MEANDER
- ▢ CONCRETE
- ▨ ASPHALT
- UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JLM LH
Job No. 20203431-SH1308alser	Drawing: 20203431-SH1308alser.dwg
Date: December 2020	Word Disk: Begin 12012020
Surveyed By: JLM JGB	Autocad Disk: Begin 12012020

HINKLE

SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100888-00



ZC-22-02

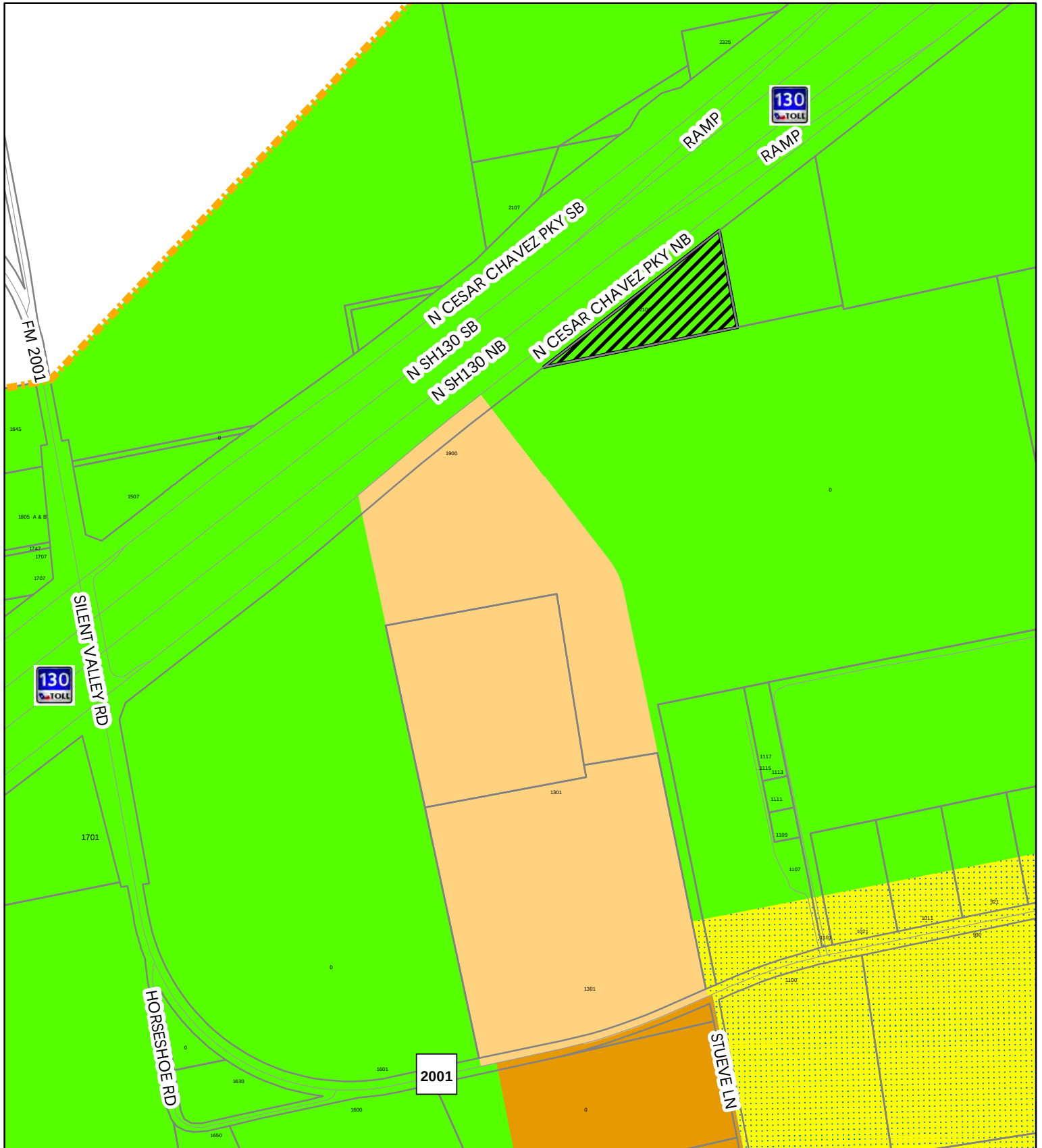
AO TO RHD

2106 N CESAR CHAVEZ PKY, NB



scale 1" = 700'

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



ZC-22-02

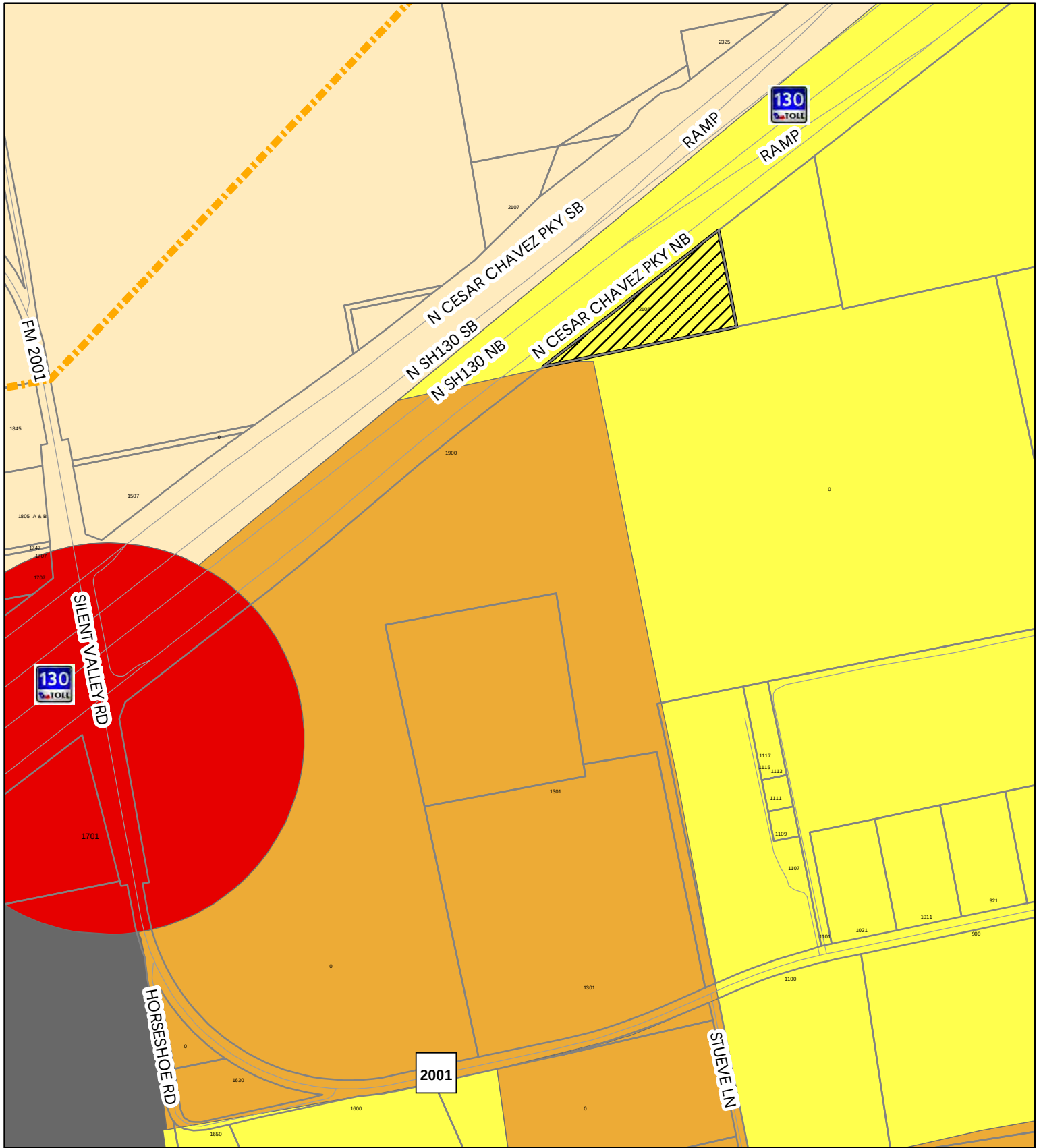
AO TO RHD

2106 N CESAR CHAVEZ PKY, NB



scale 1" = 700'

- ZONING DISTRICTS**
- AGRICULTURAL-OPEN SPACE
 - INDUSTRIAL LIGHT
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL LOW DENSITY
 - RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

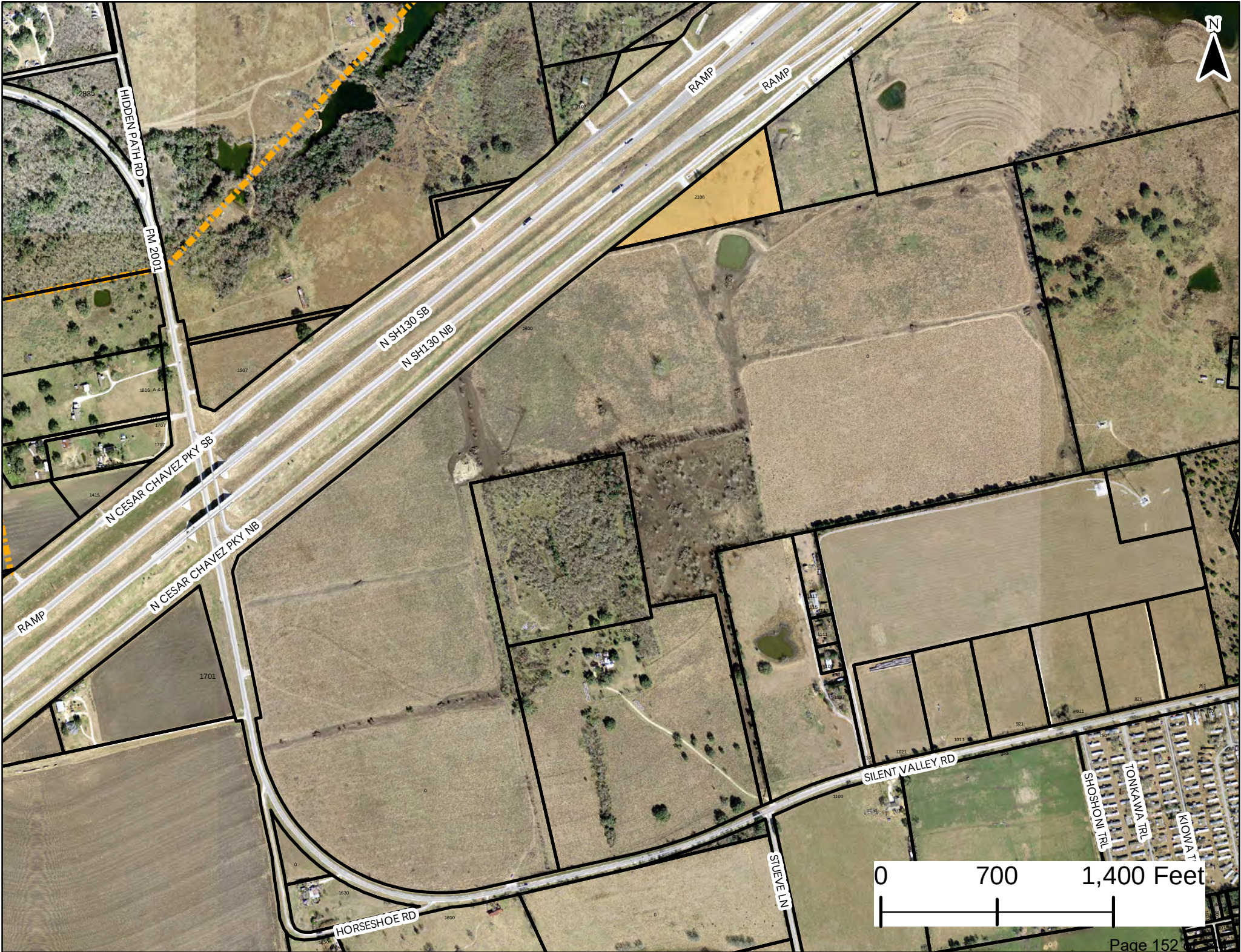
AO TO RHD

2106 N CESAR CHAVEZ PKY, NB



scale 1" = 700'

- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- INDUSTRY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY



CASE SUMMARY

STAFF: Dan Gibson, City Planner

CASE NUMBER: ZC-22-02

REPORT DATE: January 6, 2022

PLANNING AND ZONING COMMISSION HEARING DATE: January 12, 2022

CITY COUNCIL HEARING DATE: December 18, 2022

REQUESTED CHANGE: AO to RHD

STAFF RECOMMENDATION: **Approval**PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval****BACKGROUND DATA**

APPLICANT: Alan Balser

OWNER: Same

SITE LOCATION: 2106 North Cesar Chavez Parkway - Northbound (SH 130)

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 6.52 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: *Low Density Residential***ANALYSIS OF ISSUES**

REASON FOR REQUESTED ZONING CHANGE: Staff is not aware of any specific plans for the subject parcel, but the owner would like to make the property available for high density residential development, which would typically be apartments but could be other forms of housing such as townhouses.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	SH 130	AO	<i>Agriculture/Rural Development</i>
East	Vacant land	AO	<i>Low Density Residential</i>
South	Vacant land	AO	<i>Low Density Residential</i>
West	Vacant land	AO	<i>Medium Density Residential</i>

TRANSITION OF ZONING DISTRICTS: There is no other RHD zoning nearby. An application for rezoning the property abutting to the south from AO to PDD Planned Development District is expected to be submitted soon. The PDD will be a single-family residential subdivision with an average density of up to five acres.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be available from Cesar Chavez Parkway. Water will be available with off-site extensions from the west and/or connection from the proposed subdivision adjacent to the south. There is currently no sanitary sewer in the area. However, because other large developments are being proposed in the areas north and east of Silent Valley Road, a major off-site sewer line extension is planned to be constructed from the railroad track northward along Stueve Lane to serve this part of the city. Further extensions are the responsibility of subdivisions to be developed south and west of the subject property.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is currently rural in nature, with sparse development. The abutting tract to the south is proposed to be a single-family residential subdivision with a variety of lot sizes averaging a density of no higher than five units per acre, and other land to the west of the planned Stueve Lane extension is proposed to be developed as medium density residential uses. Therefore, the development of the subject property will be just one element in the changing character of the entire area. As this part of the city is developed, the greatest impact will be traffic on Cesar Chavez Parkway, Silent Valley Road, and the future extension of Stueve Lane. Each developer proposing access onto a State road will be required by TxDOT to do a traffic impact analysis, and TxDOT can require the developer to construct roadway safety improvements at street and driveway intersections if determined to be necessary by the traffic impact analysis.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is not consistent with the *Low Density Residential* future land use designation, but the reasoning for requesting the higher density zoning is that the subject property abuts SH 130, and RHD could be an effective transitional residential buffer between the highway and the planned low density development adjacent to the south.

ALTERNATIVE CLASSIFICATIONS: The zoning classification that would be most consistent with the land use plan map is RLD.

RESPONSE TO NOTIFICATION: There is one letter of support attached.

STAFF RECOMMENDATION: Approval.

January 12, 2022

Lockhart Planning & Zoning Commission
P.O. Box 239
Lockhart, TX 78644

Re: Zoning Support

To Whom It May Concern:

My name is Doug Spillman and I am the major land owner adjoining both of Mr. Balser's zoning proposals ZC-22-01 and ZC-22-02.

I fully support and recommend both zoning proposals.

Thank you,


Doug Spillman

My concern is that when waste water utilities are planned and developed that sufficient capacity is provided for full and complete development for the area that it serves beyond the zoning area.

C.D.S.



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 Alan Balser
DAY-TIME TELEPHONE 214-368-8025
E-MAIL awb@palaura.com

ADDRESS 11166 Lawnhaven Rd.
Dallas, TX 75230

OWNER NAME Alan Balser
DAY-TIME TELEPHONE 214-368-8025
E-MAIL awb@palaura.com

ADDRESS 11166 Lawnhaven Rd.
Dallas, TX 75230

PROPERTY

ADDRESS OR GENERAL LOCATION 2106 N Cesar Chavez Pky, NB
LEGAL DESCRIPTION (IF PLATTED) See attached metes & bounds description
SIZE 6.52 ACRE(S) LAND USE PLAN DESIGNATION Low Density Residential
EXISTING USE OF LAND AND/OR BUILDING(S) Agriculture
PROPOSED NEW USE, IF ANY High Density Housing

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agriculture AO
TO PROPOSED ZONING CLASSIFICATION High Density Residential RHD
REASON FOR REQUEST High density housing such as apartments.

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 \$ 280.40 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE Alan Balsen

DATE 11/24/2021

OFFICE USE ONLY

ACCEPTED BY Dan Gibson

RECEIPT NUMBER 01043061

DATE SUBMITTED 11-24-21

CASE NUMBER ZC - 22 - 02

DATE NOTICES MAILED 12-22-2021

DATE NOTICE PUBLISHED 12-30-2021

PLANNING AND ZONING COMMISSION MEETING DATE 1-12-22

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 1-18-22

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-22-03 by Earnest Yanez and Albert Yanez on behalf of Trinity Street Properties, LLC, and discussion and/or action to consider Ordinance 2022-03 for a **Zoning Change** from *CHB Commercial Heavy Business District* to *RHD Residential High Density District*, on Lot 3, Block 1, MOSO Subdivision, consisting of 0.614 acre located at 1201 Blackjack Street (FM 20).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The applicant wishes to construct either a duplex or a four-plex on the subject lot. Both uses are allowed by-right in the proposed RHD district, but are not allowed at all by the existing CHB zoning. ***Refer to the attached staff report for detailed information.***

PROJECT SCHEDULE (if applicable): Not applicable.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: At their January 12th meeting, the Planning and Zoning Commission unanimously recommended APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2022-03 rezoning Lot 3, Block 1, MOSO Subdivision at 1201 Blackjack Street from CHB to RHD.

LIST OF SUPPORTING DOCUMENTS: ZC2203 ordinance, ZC2203 case map, ZC2203 zoning, ZC2203 future landuse, ZC2203 aerial, ZC2203 staff report, ZC2203 application

ORDINANCE 2022-03

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 LOT 3, BLOCK 1, MOSO SUBDIVISION, CONSISTING OF 0.164 ACRE LOCATED AT 1201 BLACKJACK STREET (FM 20), FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on January 12, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-22-03 as Lot 3, Block 1, Moso Subdivision, consisting of 0.164 acre located at 1201 Blackjack Street (FM 20), will be reclassified from CHB Commercial Heavy Business District to RHD Residential High Density District.
- III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
- IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.
- V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.
- VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 18th DAY OF JANUARY, 2022.

CITY OF LOCKHART

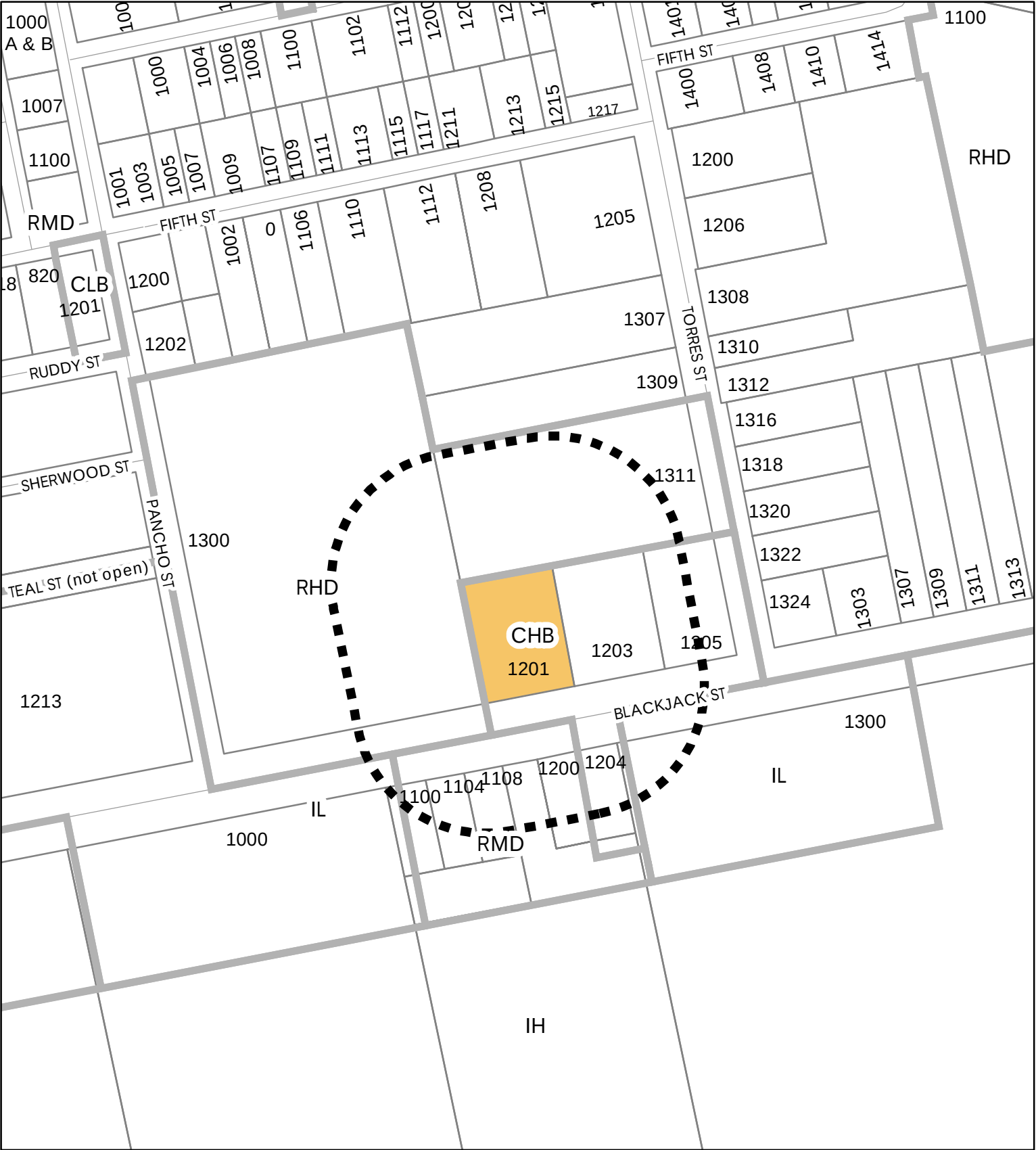
Lew White, Mayor

ATTEST:

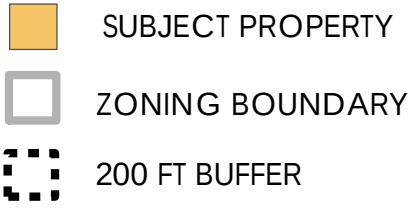
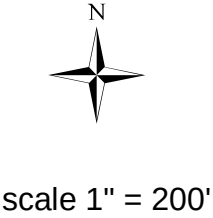
APPROVED AS TO FORM:

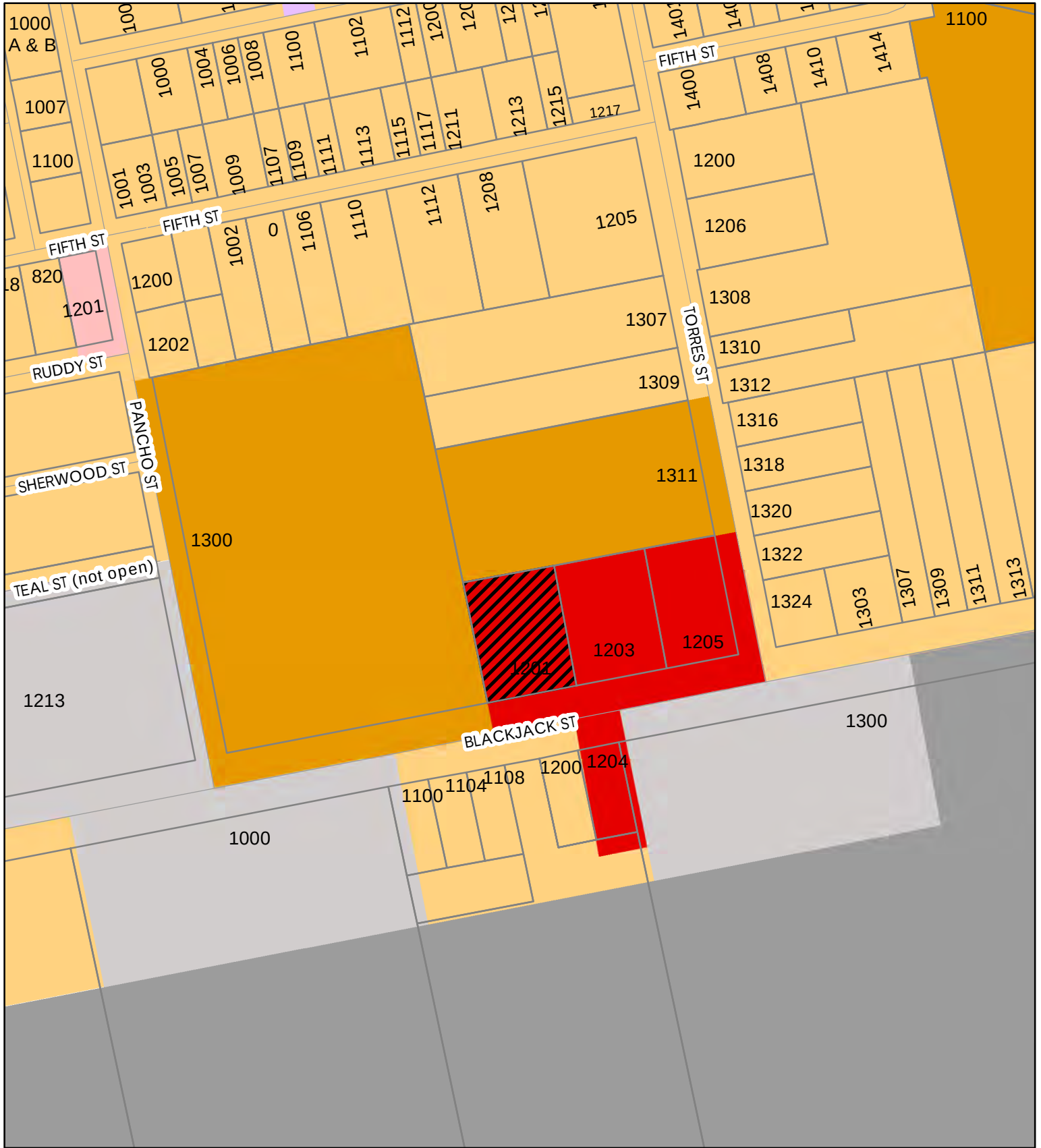
Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney



ZC-22-03
CHB TO RHD
1201 BLACKJACK ST





ZC-22-03

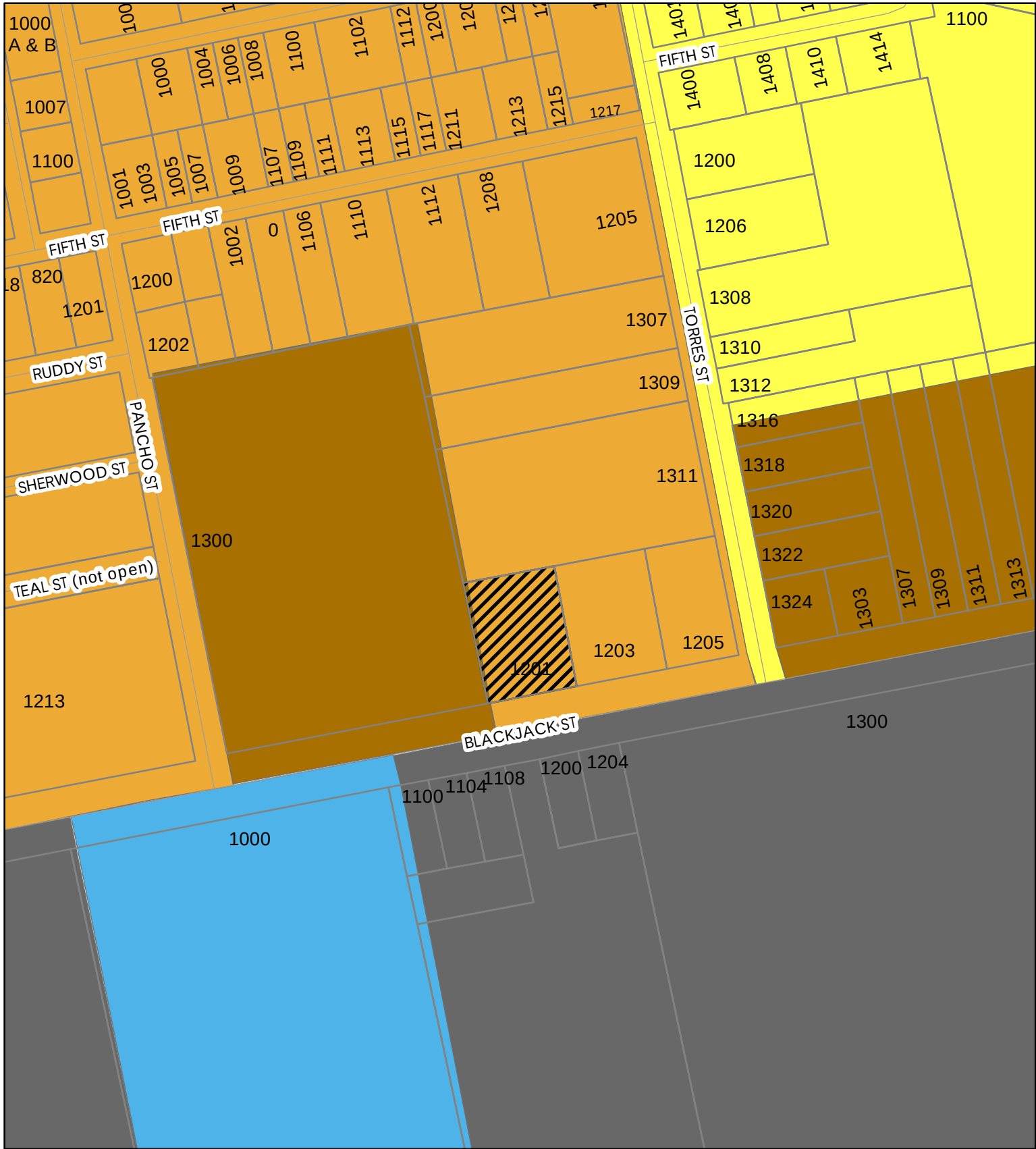
CHB TO RHD

1201 BLACKJACK ST



scale 1" = 200'

- ZONING DISTRICTS**
- COMMERCIAL HEAVY BUSINESS
 - COMMERCIAL LIGHT BUSINESS
 - INDUSTRIAL HEAVY
 - INDUSTRIAL LIGHT
 - MANUFACTURED HOME
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL MEDIUM DENSITY

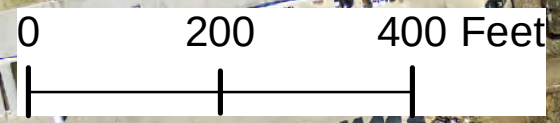


FUTURE LANDUSE
CHB TO RHD
1201 BLACKJACK ST



scale 1" = 200'

- INDUSTRY
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, HIGH DENSITY
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY



CASE SUMMARY

STAFF: Dan Gibson, City Planner

CASE NUMBER: ZC-22-03

REPORT DATE: January 6, 2022

PLANNING AND ZONING COMMISSION HEARING DATE: January 12, 2022

CITY COUNCIL HEARING DATE: December 18, 2022

REQUESTED CHANGE: CHB to RHD

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approved**

BACKGROUND DATA

APPLICANT: Trinity Street Properties, LLC

OWNER: Earnest Yanez and Albert Yanez

SITE LOCATION: 1201 Blackjack St. (FM 20)

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 0.61 acre

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: *Medium Density Residential*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The applicant wishes to construct either a duplex or a four-plex on the subject lot. Both uses are allowed by-right in the RHD district, but are not allowed at all by the existing CHB zoning.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	One single-family dwelling on a large tract, one other single-family dwelling, manufactured home	RHD, RMD	<i>Medium Density Residential</i>
East	Vacant lot, commercial building	CHB	<i>Medium Density Residential</i>
South	Single-family dwellings, one multifamily dwelling	RMD, CHB	<i>Industry</i>
West	Multifamily residential	RHD	<i>High Density Residential</i>

TRANSITION OF ZONING DISTRICTS: RHD zoning already exists adjacent to the north and west, so the proposed RHD zoning would simply be small expansion of the current RHD zoning pattern.

ADEQUACY OF INFRASTRUCTURE: Existing utilities and frontage for vehicular access are adequate.

POTENTIAL NEIGHBORHOOD IMPACT: If four dwelling units are constructed on the subject lot, it would be equivalent to about 6.5 units per acre, which is at the low end of the medium density range. Although there are residential parcels north of the subject lot, the dwellings are not close to the subject lot. Because this lot fronts on a highway at the edge of the neighborhood, the impact should be negligible.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is not consistent with the *Medium Density Residential* future land use designation. However, the lot abuts areas currently designated as *High Density Residential* and *Industry*, in addition to *Medium Density Residential*, on the land use plan map. Furthermore, the proposed development will actually be low density with a duplex, or medium density with a four-plex.

ALTERNATIVE CLASSIFICATIONS: The zoning classification that would be most consistent with the land use plan map is RMD, but the closest RMD zoning is on the south side of Blackjack Street. RMD zoning would allow either a duplex or four-plex, which is classified as a “combined-family” dwelling in our Zoning Ordinance. However, the combined family dwelling would also require approval of a specific use permit (SUP) in the RMD district, whereas it is allowed by-right in the requested RHD district.

RESPONSE TO NOTIFICATION: None as of the date of this report.

STAFF RECOMMENDATION: Approval.



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 Trinity St Properties LLC ADDRESS 705 Dandelion St.
DAY-TIME TELEPHONE 218-791-8644 Lockhart, TX 78644
E-MAIL egg fat boy @ yahoo.com
OWNER NAME Ernest & Albert Yanez ADDRESS 705 Dandelion St
DAY-TIME TELEPHONE " " Lockhart, TX 78644
E-MAIL " "

PROPERTY

ADDRESS OR GENERAL LOCATION 1201 Blackjack St.
LEGAL DESCRIPTION (IF PLATTED) M650, SUBD, Lot 3, Acres 0.614
SIZE .61 ACRE(S) LAND USE PLAN DESIGNATION Medium Density Residential
EXISTING USE OF LAND AND/OR BUILDING(S) vacant land
PROPOSED NEW USE, IF ANY multi family duplex or 4 plex

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION CHB
TO PROPOSED ZONING CLASSIFICATION RHD
REASON FOR REQUEST Building 4 plex or duplex

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 \$ 150.00 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE

Eint Yang

DATE

11/25/2021

OFFICE USE ONLY

ACCEPTED BY

Dan Gibson

RECEIPT NUMBER

01043773

DATE SUBMITTED

11-29-21

CASE NUMBER ZC -

22 - 03

DATE NOTICES MAILED

12-22-2021

DATE NOTICE PUBLISHED

12-30-2021

PLANNING AND ZONING COMMISSION MEETING DATE

1-12-22

PLANNING AND ZONING COMMISSION RECOMMENDATION

Approval

CITY COUNCIL MEETING DATE

1-18-22

DECISION

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-22-04 by Sarah Corona of PSCE, Inc., on behalf of Najib Wehbe, and discussion and/or action to consider Ordinance 2022-04 for a **Zoning Change** from *AO Agricultural-Open Space District* to *CHB Commercial Heavy Business District*, on 5.484 acres in the Cornelius Crenshaw Survey, Abstract No. 68, located at 1507 North Cesar Chavez Parkway - Southbound (SH 130).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: A commercial building consisting of a convenience store and Mexican market is proposed to be constructed on the subject property. Commercial development is not allowed in the existing AO district, but is allowed by-right in the requested CHB district. **Refer to the attached staff report for detailed information.**

PROJECT SCHEDULE (if applicable): Not applicable.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: At their January 12th meeting, the Planning and Zoning Commission unanimously recommended APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2022-04 rezoning 5.484 acres at 1507 North Cesar Chavez Parkway - Southbound from AO to CHB.

LIST OF SUPPORTING DOCUMENTS: zc2204 ordinance, ZC2204 exhibit A, ZC2204 case map, ZC2204 zoning, ZC2204 future landuse, ZC2204 aerial, zc2204 staff report, ZC2204 application

ORDINANCE 2022-04

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 5.484 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1507 NORTH CESAR CHAVEZ PARKWAY – SOUTHBOUND (SH 130), FROM AO AGRICULTURAL–OPEN SPACE DISTRICT TO CHB COMMERCIAL HEAVY BUSINESS DISTRICT.

WHEREAS, on January 12, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. The above-referenced property described in Zoning Change request ZC-22-04 as 5.484 acres in the Cornelius Crenshaw Survey, Abstract No. 68, more particularly described in Exhibit “A” and located at 1507 North Cesar Chavez Parkway – Southbound (SH 130), will be reclassified from AO Agricultural – Open Space District to CHB 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 18th DAY OF JANUARY, 2022.

CITY OF LOCKHART

Lew White, Mayor

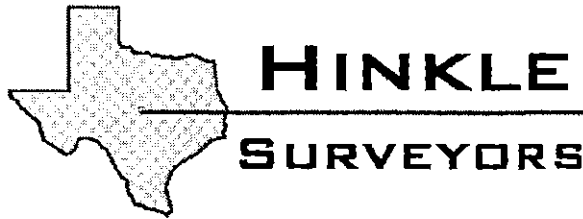
ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

EXHIBIT "A"



Page 1 of 1
Job #20211611

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Cornelius Crenshaw Survey A-68 and being also all of a tract of land called 4.812 acres and conveyed to Alan W. Balser et al by deed recorded in Instrument # 2017-005439 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 0.672 acres and conveyed to Alan W. Balser et al by deed recorded in Instrument #2018-002187 of the said Official Public Records and being more particularly described as follows:

BEGINNING at an aluminum capped iron pin found stamped "Texas Dept of Trans" used for basis of bearing (N:13878270.97 E:2379611.67 TXSC Zone 4204) in the NW corner of the above mentioned 0.672 acre tract and the apparent SW corner of a tract of land called 986.762 acres and conveyed to Darryl W. Mueller et al by deed recorded in Instrument #2015-006741 of the said Official Public Records and in the East line of F.M. #2001 for the NW corner this tract.

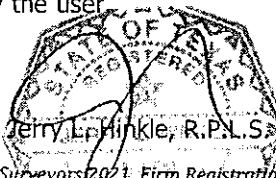
THENCE N 78 degrees 51 minutes 28 seconds E with the North line of the said 0.672 acre tract and the apparent South line of the above mentioned 986.762 acre tract **1005.07 feet** to an aluminum capped iron pin found stamped "Texas Dept of Trans" used for basis of bearing (N:13878465.19 E:2380597.80 TXSC Zone 4204) in the NE corner of the said 0.672 acre tract and the NW line of N. Cesar Chavez Parkway SB (a.k.a. State Highway #130) and the apparent SE corner of the said 986.762 acre tract for the East corner this tract.

THENCE with the NW line of North Cesar Chavez Parkway SB and the SE line of the said 4.812 acre tract the following four (4) courses:

- (1) S 54 degrees 29 minutes 09 seconds W 103.74 feet** to an aluminum capped iron pin found stamped "Texas Dept of Trans" in the PC of a curve.
- (2) With a curve turning to the left having a radius of 12085.00 feet and an arc length of 516.47 feet and the chord of which bears S 53 degrees 19 minutes 38 seconds W 516.43 feet** to an 80d nail found in the PT of the said curve.
- (3) S 52 degrees 07 minutes 27 seconds W 416.36 feet** to a concrete monument found for the South corner this tract.
- (4) N 69 degrees 22 minutes 55 seconds W 92.60 feet** to a concrete monument found in the intersection of the NW line of North Cesar Chavez Parkway and the East line of F.M. #2001 for the West corner this tract.

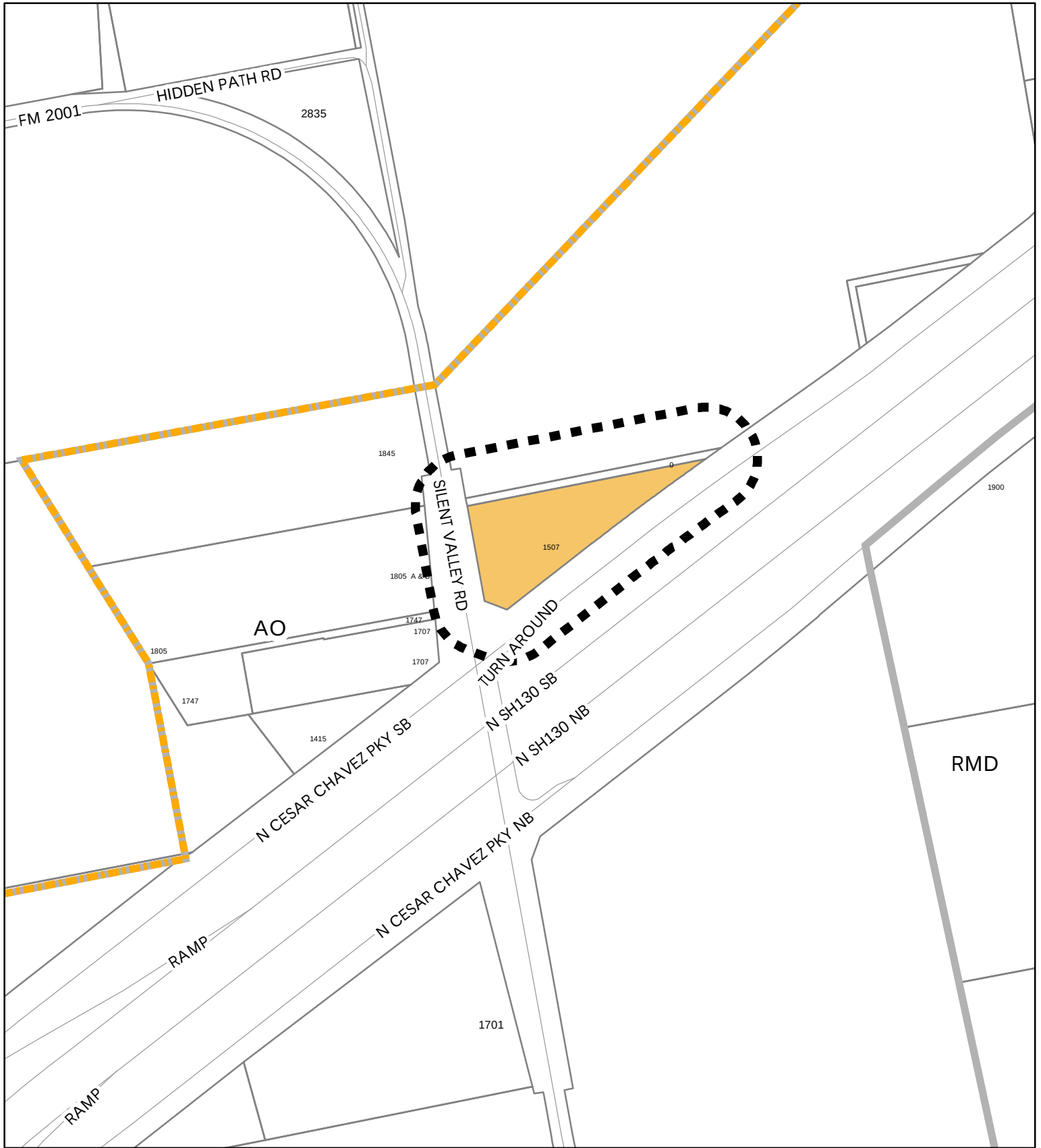
THENCE N 10 degrees 17 minutes 22 seconds W with the East line of F.M. #2001 and the West line of the said 4.812 acre tract and the West line of the said 0.672 acre tract **403.99 feet** to the place of beginning containing **5.484 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on June 10, 2021. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Hinkle Surveyors 2021 Firm Registration No. 100866-00

P.O. Box 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM



ZC-22-04

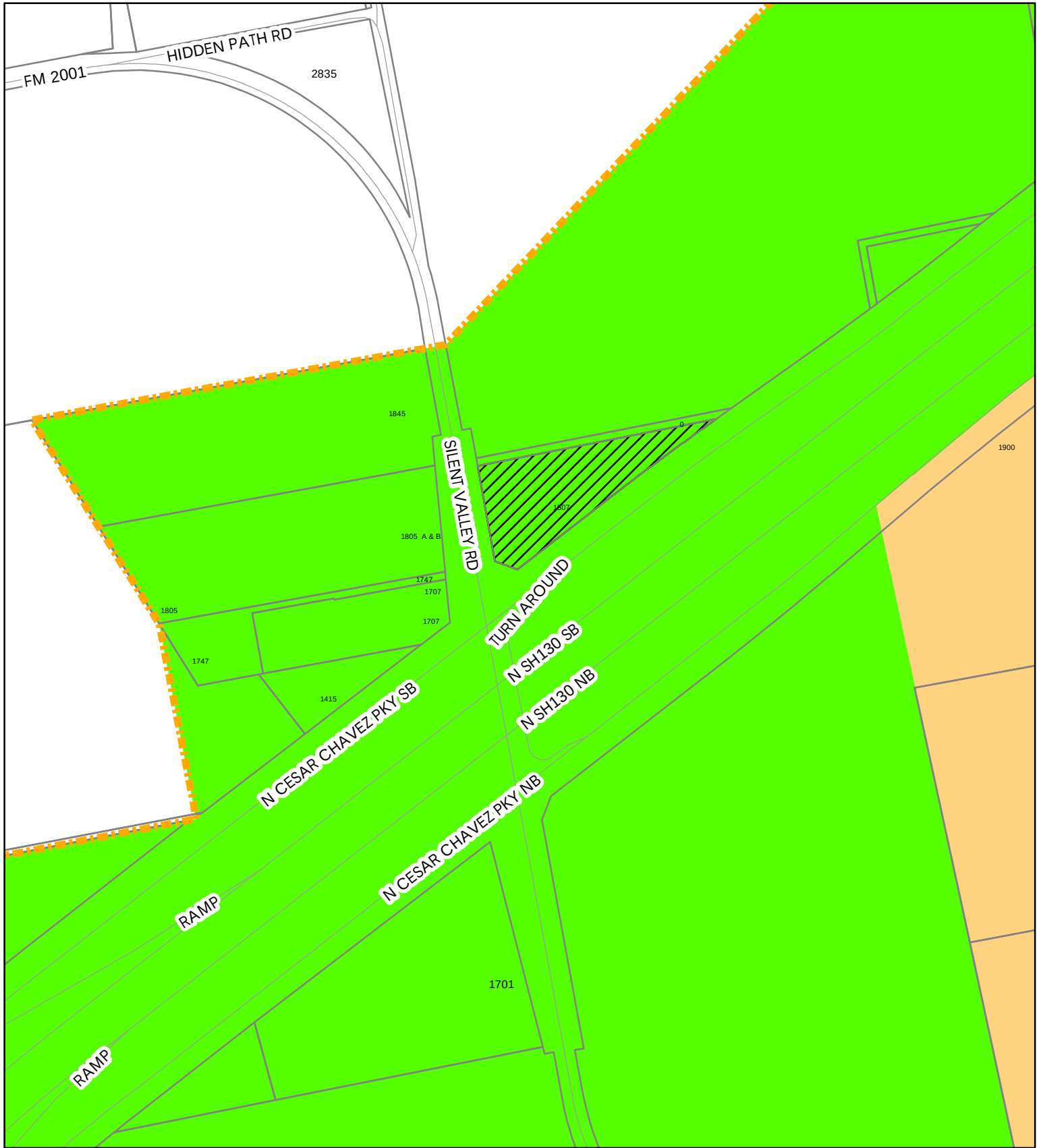
AO TO CHB

1507 N CESAR CHAVEZ PKWY SB



scale 1" = 500'

- SUBJECT PROPERTY
- CITY LIMITS
- 200 FT BUFFER



ZC-22-04

AO TO CHB

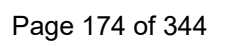
1507 N CESAR CHAVEZ PKWY SB

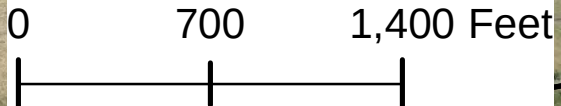
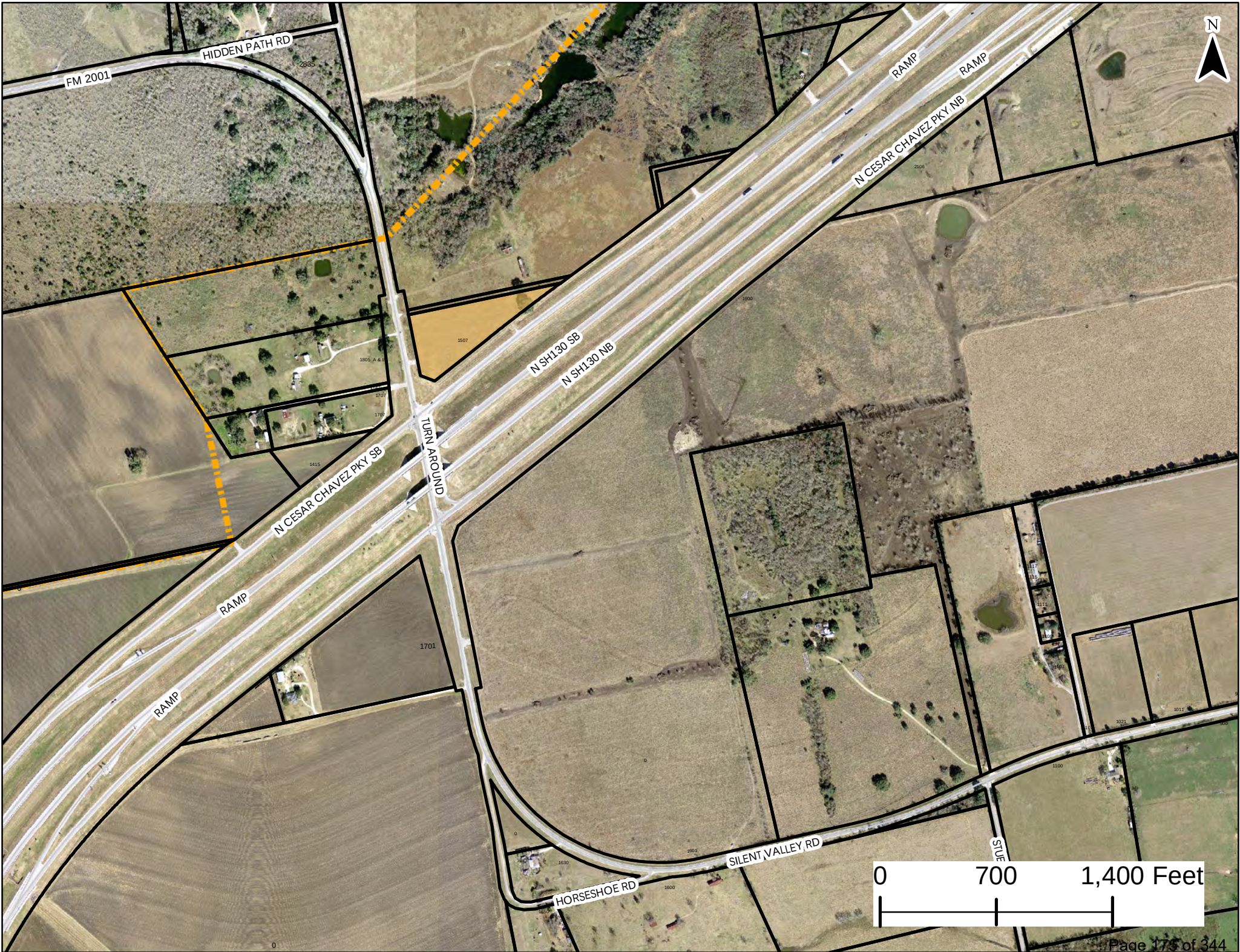


scale 1" = 500'

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- RESIDENTIAL MEDIUM DENSITY





CASE SUMMARY

STAFF: Dan Gibson, City Planner

CASE NUMBER: ZC-22-04

REPORT DATE: January 6, 2022

PLANNING AND ZONING COMMISSION HEARING DATE: January 12, 2022

CITY COUNCIL HEARING DATE: December 18, 2022

REQUESTED CHANGE: AO to CHB

STAFF RECOMMENDATION: **Approval**PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval****BACKGROUND DATA**

APPLICANT: Sarah Corona of PSCE, Inc.

OWNER: Najib Wehbe

SITE LOCATION: 1507 North Cesar Chavez Parkway - Southbound (SH 130)

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 5.484 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: *Agricultural/Rural Development***ANALYSIS OF ISSUES**

REASON FOR REQUESTED ZONING CHANGE: A commercial building consisting of a convenience store and Mexican market is proposed to be constructed on the subject property. Such development is not allowed by the existing AO zoning.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant land	AO	<i>Agriculture/Rural Development</i>
East	Vacant land	AO	<i>Agriculture/Rural Development</i>
South	SH 130	AO	<i>General-Heavy Commercial</i>
West	Two single-family dwellings, manufactured home, City water tower	AO	<i>Agriculture/Rural Development, General-Heavy Commercial</i>

TRANSITION OF ZONING DISTRICTS: There is no other CHB zoning nearby, although there will be in the future if the area is developed in accordance with the land use plan map. Because the AO district is automatically assigned when property is annexed, it should be expected that it will eventually be rezoned to allow urban development of a higher intensity.

ADEQUACY OF INFRASTRUCTURE: Vehicular access is available from Silent Valley Road and Cesar Chavez Parkway. Water will be available with an off-site extension from the west, across Silent Valley Road. There is currently no sanitary sewer in the area. Either a lengthy off-site sewer main extension will be needed under SH 130, or a single commercial building in this location can be served by an on-site sewage system (septic tank).

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is currently rural in nature, with sparse development. The proposed commercial development will generate additional traffic on Silent Valley Road and Cesar Chavez Parkway. The developer will be required by TxDOT to do a traffic impact analysis, and TxDOT can require the developer to construct roadway safety improvements at street and driveway intersections along either road if determined to be necessary by the traffic impact analysis.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed CHB zoning classification is not consistent with the *Agriculture/Rural Development* future land use designation, but is consistent with the *General-Heavy Commercial* designation that is centered around the adjacent intersection of Silent Valley Road and Cesar Chavez Parkway (SH 130).

ALTERNATIVE CLASSIFICATIONS: The zoning classification that is most consistent with the land use plan map is the existing AO zoning. However, proposals for development along Cesar Chavez Parkway should be expected, especially commercial uses at major intersections such as this.

RESPONSE TO NOTIFICATION: None as of the date of this report.

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 Sarah Corona, PSCE Inc. (Authorized Agent)

ADDRESS 2205 W. Parmer LN.

DAY-TIME TELEPHONE (512) 238-6422

Suite 201

E-MAIL psce@psceinc.com

Austin, TX 78727

OWNER NAME Najib Wehbe

ADDRESS 5808 Balcones Dr.

DAY-TIME TELEPHONE 512-657-0203

Suite 200

E-MAIL wehbenf@aol.com
wehbeproperties@gmail.com

Austin, TX 78731-4255

PROPERTY

ADDRESS OR GENERAL LOCATION 1507 N. Cesar Chavez PKWY SB, Lockhart, TX 78644

LEGAL DESCRIPTION (IF PLATTED) N/A

SIZE 5.484 ACRE(S)

LAND USE PLAN DESIGNATION General-Heavy Commercial

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

PROPOSED NEW USE, IF ANY Commercial (gas station development).

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agricultural-Open Space

TO PROPOSED ZONING CLASSIFICATION Commercial Heavy Business

REASON FOR REQUEST We are requesting this zoning change in order to have the appropriate zoning for a commercial gas station development; this development would include the construction of a gas station with three diesel MPDs, six regular MPDs, and a 9,000sf general retail / mexican market building.

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 \$ 259.60 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE Sarah Corona

DATE 11/29/2021

OFFICE USE ONLY

ACCEPTED BY Dan Gibson

RECEIPT NUMBER 01044456

DATE SUBMITTED 11-30-21

CASE NUMBER ZC - 22 - 04

DATE NOTICES MAILED 12-22-2021

DATE NOTICE PUBLISHED 12-30-2021

PLANNING AND ZONING COMMISSION MEETING DATE 1-12-2021

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 1-18-2021

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Approve Resolution 2022-02 amending Resolution 2019-17 approving and adopting a Policy and Procedure for the disposal of surplus City Personal Property.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

When a police officer retires honorably, it is a special moment. It's not uncommon for police departments to donate an officer's gun to that officer if they retire after an honorable career. For police, their weapons can carry sentimental value. Officers train with their guns throughout their careers, they must regularly clean them, they wear them holstered on their hips every day. In certain dire situations, it may serve as the only line of defense to protect others or the officers themselves. An officer may have the option to purchase their gun only if they've carried out the job well throughout their career.

TML recommended we add this amendment to the city's policy on disposal of surplus city personal property. The amendment includes criteria concerning the sale of firearms when an employee retires, and the criteria should be consistent for every officer.

The proposed Resolution adopts a policy whereby police officers that honorably retire from the Lockhart Police Department may purchase their sidearm from the City at fair market value.

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Resolution 2022-02.

RESOLUTION 2022-02

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, AMENDING
RESOLUTION 2019-17 APPROVING AND ADOPTING A POLICY AND
PROCEDURE FOR THE DISPOSAL OF SURPLUS CITY PERSONAL
PROPERTY**

WHEREAS, Resolution 2019-17, adopted by the City Council of Lockhart on August 6, 2019, established a policy for disposal of surplus personal property; and

WHEREAS, state law allows a peace officer commissioned by a law enforcement entity who honorably retires from the entity to purchase a firearm previously issued to the individual by the entity; and

WHEREAS, the City Council desires to approve and adopt a policy for the disposal of such surplus property;

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

Resolution 2019-17 is amended to add the following:

A commissioned peace officer employed by the City of Lockhart Police Department, upon retirement, is authorized to purchase the firearm issued to the officer, as provided by the attached Exhibit "B," which is hereby approved and adopted as policy of the City of Lockhart, Texas.

PASSED AND ADOPTED on this the 18th day of January 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

EXHIBIT "B"

to

RESOLUTION NO. 2022-02

PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER

- I. Section 614.051, Texas Government Code, provides the following:

PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.

- A. An individual may purchase a firearm from a governmental entity if:
- a. the individual was a peace officer commissioned by the entity.
 - b. the individual was honorably retired from the individual's commission by the entity.
 - c. the firearm had been previously issued to the individual by the entity; and
 - d. the firearm is not a prohibited weapon under Section 46.05, Penal Code.
- B. An individual may purchase only one firearm from a governmental entity under this section.

- II. Peace officers retiring from the City of Lockhart Police Department shall be authorized, pursuant to Sec. 614.051, to purchase one firearm from the City of Lockhart for no more than the fair market value.

- III. No transfer of a weapon shall be in violation of Sec. 46.06, Penal Code, which provides the following:

UNLAWFUL TRANSFER OF CERTAIN WEAPONS.

- (a) A person commits an offense if the person:
- (1) sells, rents, leases, loans, or gives a handgun to any person knowing that the person to whom the handgun is to be delivered intends to use it unlawfully or in the commission of an unlawful act;
 - (2) intentionally or knowingly sells, rents, leases, or gives or offers to sell, rent, lease, or give to any child younger than 18 years any firearm, club, or illegal knife;
 - (3) intentionally, knowingly, or recklessly sells a firearm or ammunition for a firearm to any person who is intoxicated;
 - (4) knowingly sells a firearm or ammunition for a firearm to any person who has been convicted of a felony before the fifth anniversary of the later of the following dates:
 - (a) the person's release from confinement following conviction of the felony; or
 - (b) the person's release from supervision under community supervision, parole, or mandatory supervision following conviction of the felony;

(5) sells, rents, leases, loans, or gives a handgun to any person knowing that an active protective order is directed to the person to whom the handgun is to be delivered; or

(6) knowingly purchases, rents, leases, or receives as a loan or gift from another a handgun while an active protective order is directed to the actor.

(b) In this section:

(1) "Intoxicated" means substantial impairment of mental or physical capacity resulting from introduction of any substance into the body.

(2) "Active protective order" means a protective order issued under Title 4, Family Code, that is in effect. The term does not include a temporary protective order issued before the court holds a hearing on the matter.

(c) It is an affirmative defense to prosecution under Subsection (a)(2) that the transfer was to a minor whose parent or the person having legal custody of the minor had given written permission for the sale or, if the transfer was other than a sale, the parent or person having legal custody had given effective consent.

(d) An offense under this section is a Class A misdemeanor, except that an offense under Subsection (a)(2) is a state jail felony if the weapon that is the subject of the offense is a handgun.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Approve Resolution 2022-03 establishing an Administrative Procedure for the nomination of members of City Boards, Commissions, and Committees.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On January 4, 2022, the City Council directed staff to create a policy establishing a procedure for appointing members to city boards and committees.

The proposed Resolution establishes the board appointment policy as follows:

1. The City Secretary shall have board application forms available for persons interested in membership on a board.
2. All persons requesting to be appointed to a board shall submit the board application to the City Secretary.
3. Mayor or Council members shall submit nominations to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify if the nominee qualifies for the appointment, such as residency, occupation, certifications, etc. for the board that the nominee is considered to be appointed to.
5. If the City Secretary determines that a nominee does not meet the qualifications for appointment, she will notify the Mayor or Councilmember who made the nomination, who shall thereafter inform the nominee and take appropriate action.
6. All nominations to a board will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, and the term of the appointment.

If approved, appointments to boards or committees will appear on the City Council agenda only if a qualified nominee(s) is submitted for consideration.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On January 4, 2022, Council directed staff to submit a policy establishing a procedure to appoint members to a city board or committee.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution 2022-03.

RESOLUTION 2022-03

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council desires to establish an administrative procedure for the nomination of such members;

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

1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.

PASSED AND ADOPTED on this the 18th day of January, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Accept the 1st Quarter Investment Report for Fiscal Year 2021-2022.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Public Funds Investment Act requires local governments to review and accept Quarterly Investment Reports for each quarterly reporting period of the year. The 1st Quarter for Fiscal Year 2022, ending December 31, 2021 is provided for your review.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request a motion to accept the 1st Quarter Investment Report for the City of Lockhart for Fiscal Year ending 2022.

LIST OF SUPPORTING DOCUMENTS: Quarterly Investment Report for 12/31/2021

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended December 31, 2021

January 18, 2022

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended December 31, 2021

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period October 1, 2021 through December 31, 2021. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

October 1, 2021

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
2,991,118	2,991,118
0	0
26,840,986	26,842,575
0	0
29,832,105	29,833,693
2,982,281	2,982,281
0	0
29,211,583	29,211,302
0	0
32,193,864	32,193,583

December 31, 2021

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

October 1, 2021

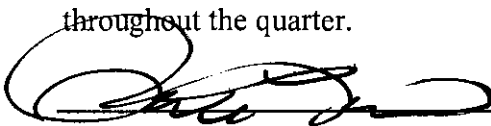
Unrestricted Funds
Restricted Funds
Total Funds

Fund Availabilty	
9,660,977	9,660,977
22,831,574	22,833,455
32,492,550	32,494,432
7,969,473	7,969,473
24,224,391	24,224,110
32,193,864	32,193,583

December 31, 2021

Unrestricted Funds
Restricted Funds
Total Funds

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.



Pam Larison
Finance Director

1-11-22

Date

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended December 31, 2021

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>October 1, 2021</u>				
Cash	2,991,118	9.2%	2,991,118	9.2%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	26,840,986	90.8%	26,842,575	90.8%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	29,832,105	100.0%	29,833,693	100.0%
<u>December 31, 2021</u>				
Cash	2,982,281	9.3%	2,982,281	9.3%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	29,211,583	90.7%	29,211,302	90.7%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	32,193,864	100.0%	32,193,583	100.0%
<u>Change in Value</u>				
Cash	(8,837)		(8,837)	
Marketable Securities	0		0	
Investment Pools	2,370,597		2,368,727	
Certificates of Deposits	0		0	
Portfolio Total	2,361,760		2,359,890	
	0			
<u>Maturity Data</u>	Book Value @ 12/31/2021	Weighted Average Maturity	Yield to Maturity	
Cash	2,982,281	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	11,426,333	43 Days *	0.07%	
Investment Pools - TexPool	9,346,727	38 Days *	0.04%	
Investment Pools - TexSTAR	8,438,524	40 Days *	0.01%	
Certificates of Deposits	0	0 Days	0.00%	
	32,193,864	37 Days	0.13%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ December 31, 2021

0.06%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	7,309
Marketable Securities	0
Investment Pools - Texas CLASS	1,601
Investment Pools - TexPool	678
Investment Pools - TexSTAR	242
Certificates of Deposits	0
Total Return on Investment	9,829

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended December 31, 2021

General Operating Account - FLNB		
		<u>Value</u>
October 1, 2021	\$	2,991,118
Deposits		12,889,588
Withdrawals		(12,905,734)
Interest Earned		7,309
December 31, 2021	\$	2,982,281

Total Cash Accounts		
		<u>Value</u>
October 1, 2021	\$	2,991,118
Deposits		12,889,588
Withdrawals		(12,905,734)
Interest Earned		7,309
December 31, 2021	\$	2,982,281

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended December 31, 2021

<u>Holdings During the Quarter</u>									Beginning Value @ Par	Beginning Book Value	Beginning Market Value	Ending Value @ Par	Ending Book Value	Ending Market Value
Type of Security	CUSIP	Purchase Date	Par Value	Coupon 0.34%	Date of Maturity	Yield to Maturity	Purchase Price	Quarterly Interest Earned	October 1, 2021			December 31, 2021		
														0
														0
Totals			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<u>Purchases</u>									
Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate 0.22%	Date of Maturity	Yield to Maturity	Settlement Total	Price	Accrued Interest
			\$ -				\$ -		\$ -
Totals			\$ -				\$ -		\$ -

<u>Maturities</u>							
Type of Security	CUSIP	Purchase Date	Par Value	Coupon Rate 0.59%	Date of Maturity	Yield to Maturity	Settlement Total
\$ -			\$ -				\$ -
Totals			\$ -				\$ -

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended December 31, 2021

TexPool					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2021	6,977,972	6,978,739	1.00011	37 Days	0.0200%
Deposits	7,196,000				
Withdrawals	(4,827,923)				
Interest Earned	678				
December 31, 2021	9,346,727	9,346,353	0.99996	38 Days	0.0400%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2021	11,424,733	11,425,005	1.00002	53 Days	0.0446%
Deposits	0				
Withdrawals	0				
Interest Earned	1,601				
December 31, 2021	11,426,333	11,426,333	1.00000	43 Days	0.0700%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2021	8,438,282	8,438,830	1.00007	39 Days	0.0100%
Deposits	0				
Withdrawals	0				
Interest Earned	242				
December 31, 2021	8,438,524	8,438,616	1.000011	31 Days	0.0139%

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended December 31, 2021

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									October 1, 2021		December 31, 2021	
			<u>\$ -</u>						<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			<u>\$ -</u>				<u>\$ -</u>

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			<u>\$ -</u>				<u>\$ -</u>

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u>Standard and Poor's Ratings</u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
January-21	AAAm	AAAm	AAAm
February-21	AAAm	AAAm	AAAm
March-21	AAAm	AAAm	AAAm
April-21	AAAm	AAAm	AAAm
May-21	AAAm	AAAm	AAAm
June-21	AAAm	AAAm	AAAm
July-21	AAAm	AAAm	AAAm
August-21	AAAm	AAAm	AAAm
September-21	AAAm	AAAm	AAAm
October-21	AAAm	AAAm	AAAm
November-21	AAAm	AAAm	AAAm
December-21	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u><i>Standard and Poor's Ratings</i></u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
January-21			AAA
February-21			AAA
March-21			AAA
April-21			AAA
May-21			AAA
June-21			AAA
July-21			AAA
August-21			AAA
September-21			AAA
October-21			AAA
November-21			AAA
December-21			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discussion and/or action and presentation by *Texas Monthly* regarding holding a BBQ Fest in Lockhart in 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

Since 2009, *Texas Monthly* BBQ Fest has brought together BBQ enthusiasts to a major event at the Long Center in Austin. As this event has evolved and grown, *Texas Monthly* is seeking a new long-term home for this event in Lockhart and adding a new day to the festival billed as the BBQ World's Fair.

The event is slated for November 5-6, 2022 to be held on the Courthouse Square and City Park. It is expected the event will draw 5,000 attendees on Saturday (open to public) and 4,000 attendees on Sunday (ticketed). *Texas Monthly* will provide planning, production, staffing, marketing, ticketing, services and sponsorships.

The City is being requested to financially assist in this multi-day event by contributing the equivalent of \$25,000 of in-kind services (permitting, staffing (public safety), utilities, and transportation).

The City may also have the opportunity to consider an event sponsorship which could promote Lockhart with either print or video packages via HOT funding this year.

Attached is a cover letter and presentation describing this festival and request for City support.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A (In-kind request)

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: City staff supports this request to not exceed \$25,000 in in-kind and special services.

Should this request be approved, the City and *Texas Monthly* will develop the standard agreement (including street closures) for Council consideration and adoption.

LIST OF SUPPORTING DOCUMENTS: Letter from Texas Monthly, Presentation.

TexasMonthly



Friday, January 14, 2022

Dear Lockhart City Council,

Texas Monthly is thrilled at the opportunity to partner with your city—the world’s capital of BBQ—on our annual *Texas Monthly* BBQ Fest. For more than a decade, this event has attracted thousands of barbecue fanatics from all over the state and world.

Since 2009, the festival has been hosted in downtown Austin, but as the event has evolved and grown, we are seeking a new long-term home for the event and its future.

The city of Lockhart is home to a storied barbecue legacy. By relocating the festival’s flagship event (featuring *Texas Monthly* Top 50 BBQ joints)—and adding a new day to the festival billed as the BBQ World’s Fair—we hope to celebrate this history and integrate it into the event’s narrative.

The BBQ World’s Fair will celebrate the big, wide world of barbecue, from its roots in Central Texas to the far reaches of the globe. We envision a colorful, inclusive community event that showcases many different aspects and flavors of barbecue, the people who contribute to its craft and culture, and the people who love to eat it.

As we work to plan the event, we are excited to collaborate with members of your staff and business community. It is our goal to be additive to the Lockhart community in a way that benefits as many as possible.

Thank you for your time and attention during this process.

Sincerely,

Melissa Reese
Director of Video & Events, *Texas Monthly*



TexasMonthly **BBQ FEST**

2022 EVENT PROPOSAL

City of Lockhart

TexasMonthly BBQFEST

EVENT OVERVIEW

THE ULTIMATE EVENT FOR TEXAS BBQ

What: Since 2009, *Texas Monthly* BBQ Fest has brought together the top barbecue joints from across Texas for the ultimate celebration of 'cue in the state's capital. Historically, the festival includes a few smaller, exclusive food events hosted at local joints, culminating in a large bash featuring 30+ barbecue joints on the lawn of the Long Center.

When: Late October – Early November

Who: 4,000 Total Attendees

Splash: Generates Over 200 Million Unique Monthly Views



A NEW TOP 50

With the release of a new and exciting Top 50 list, we're setting our sights on something ambitious for 2022.

THE 50 BEST **BBQ** JOINTS

TexasMonthly

The New Stars of 'Cue

Let the passing of the
tongs commence!

A spread from
our number one
joint. Hint: it's not
in Central Texas.

A NEW CITY PARTNER

**This is where the
BBQ Capital of Texas
comes in...**



FUTURE PLANS

GOALS FOR THE FUTURE OF BBQ FEST

- Create **Longterm Home for BBQ Fest** and Our Top 50 BBQ Joint Event
- Introduce ***NEW* Community Event** that Celebrates Big, Wide World of BBQ—The “BBQ World’s Fair”
- Strengthen Partnership with **Feeding Texas & Community Give-Back** Component
- Create Beneficial Opportunities for **Local Businesses & Organizations**



EVENT OVERVIEW

BUILDING A NEW HOME AND PARTNER FOR BBQ FEST

What: BBQ Fest Weekend in the BBQ Capital of Texas, possibly growing into long-term mutually beneficial partnership.

- **Friday:** Possible Kickoff Party* with community partner (Evening)
- **Saturday:** BBQ World's Fair in Downtown Lockhart (TBD 12-8p)
- **Sunday:** Top 50 Event in City Park (12-4p)

When: November 5-6, 2022

Who: 5,000 Saturday Attendees (Open to Public) / 4,000 Sunday Attendees (Ticketed)

Texas Monthly Would Secure:

Planning, production, staffing, marketing, ticketing, sponsorships

**Dependent on if a sponsor underwrites this event*



EVENT OVERVIEW

BBQ WORLD'S FAIR IN THE BBQ CAPITAL OF THE WORLD

The “BBQ World’s Fair” will showcase barbecue fusion, international flair, out-of-state pitmasters, live expositions, music, and a variety of vendors tied to the world of ‘cue. Open-to-the-public with ticketed BBQ vendors.

- **5 Guest BBQ Vendors (Ex: Out-of-State; BBQ Fusion)**—*Ticketed*
- **Sponsor Tents**—*Activations/Freebies*
- **Market/Expo Vendors (Ex: BBQ Accessories, Handmade Goods, Artists)**—*Cash/Card Payment*
- **Live Music**—*Free to Public*

How can we support/integrate the downtown business the community?
What will be most helpful?



EVENT OVERVIEW

SUPPORT FROM THE CITY

Below is a list of desired services and support, from a city perspective. These costs are currently built into our budget and **estimated between \$20-25k**. We ask that our city partner contribute some of these services in-kind, when possible.

- **Permitting:** Street; Fire; Police; Sound; Building; Parking; Help with any county permitting; Etc.
- **Staffing:** Off Duty officers/cars for closure and security; Stand by EMT's; Fire Watch (if needed)
- **Venues:** Help with Parks depo/ costs associated; Help with getting local businesses on board; Access to Utilities
- **Transportation:** Places to park cars; School buses; creating best locations for ride shares; Help with any TXDOT contacts

In addition, the city may consider an event sponsorship, which can have logo inclusions, promotions, and media on *Texas Monthly* platforms to tout Lockhart. Sponsorships start at \$50,000 and can be negotiated with in-kind services in mind.



**Questions?
Comments?**

Carolyn Chavana (Business Lead)

Chief Operating Officer, *Texas Monthly*
cchavana@texasmonthly.com

Melissa Reese (Project Lead)

Director of Video & Events, *Texas Monthly*
mreese@texasmonthly.com

Elda Arellano (Sponsorships)

Account Director, *Texas Monthly*
earellano@texasmonthly.com

Neil Maris (Event Production)

neil@duty-now.com



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2022-04 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Attached is the City resolution and performance agreement offering a BIG Grant to William Dodd Fowler, LLC.

William Dodd Fowler, LLC which will invest into the updating of the façade of the building at 106-108 S. Commerce Street. Improvements include replacement/repair of exterior windows, awnings, metal siding, gutter system. The Historic Preservation Commission has been consulted and approved the changes.

The attached economic development performance agreement outlines the work to be done on the building, the rebate the owners would be entitled to should the work be completed as stated and paid as required. Since the work is not complete, the EDC does not have an estimate for the grant amount. However, the program limits rebates to no more than \$20,000.

PROJECT SCHEDULE (if applicable): Improvements should be completed within the next 60 days.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: The LEDC Board of Directors passed this BIG Grant Performance Agreement unanimously at its January 10, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-04 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-04 William Dodd Fowler BIG Grant, William Dodd Fowler, LLC Grant Performance Agreement - Final, LEDC Resolution 2022-01 William Dodd Fowler, LEDC Draft Minutes 1.10.22

RESOLUTION NO. 2022-04

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT WITH WILLIAM DODD FOWLER, LLC FOR A BUSINESS
IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, William Dodd Fowler, LLC has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and William Dodd Fowler, LLC is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

City of Lockhart

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“EDPA” or “Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and WILLIAM DODD FOWLER, LLC (“WILLIAM DODD FOWLER, LLC”)

RECITALS

WHEREAS, WILLIAM DODD FOWLER, LLC is an existing business in the City of Lockhart located at 106-108 S. Commerce Street, the owner of which desires to make repairs and improvements, expand its operations to the City of Lockhart, Texas (“City”), and retain primary jobs (“the Improvements”); and

WHEREAS, the LEDC is a Texas Type B economic development corporation located in a city with a population of less than 20,000, operating pursuant to the applicable provisions of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the LEDC desires to assist WILLIAM DODD FOWLER, LLC and offer financial incentives as part of LEDC’s Business Improvement & Growth (“BIG”) Economic Development Program in the City; and

WHEREAS, the LEDC Board finds that the Project as herein described and carried out will promote new or expanded business development and is an “Authorized Project” as that term is defined in Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board will hold at least one public hearing on the Project prior to spending funds in accordance with Sections 505.159(a) of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board finds that this EDPA is conditional in the event the City of Lockhart, Texas (City) receives a petition no later than the 60th day after the date notice of the Project was published, which is duly certified and accepted by the City Council, from more than 10% of the registered voters of the City of Lockhart, Texas, requesting that an election be held before the Project is undertaken in accordance with Section 505.160 of the Texas Local Government Code, as amended; and,

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and WILLIAM DODD FOWLER, LLC agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be two (2) years from the effective date of this EDPA.

Section 3. WILLIAM DODD FOWLER, LLC Performance Requirements

In consideration of LEDC agreeing to provide the Grant described below in Section 4, WILLIAM DODD FOWLER, LLC agrees to perform the following:

- (a) To make the improvements and repairs described in the BIG Program Application filed by the owners of WILLIAM DODD FOWLER, LLC, which is attached hereto as Exhibit “A” and incorporated herein for all purposes (“the Improvements”).
- (b) Commence construction of the Improvements within one hundred twenty (120) days after the City’s approval of the construction plans and issuance of a building permit for the same.
- (c) Complete construction of the Improvements within eighteen (18) months after the issuance of the aforesaid building permit.
- (d) WILLIAM DODD FOWLER, LLC shall provide LEDC with proof of making the Improvements by submitting copies of receipts for expenditures satisfactory to LEDC, which shall be provided within thirty (30) days of completion of the Improvements.
- (e) Keep current in the payment of taxes owed for the facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by WILLIAM DODD FOWLER, LLC.

Section 4. LEDC Requirements

In consideration of WILLIAM DODD FOWLER, LLC’s agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) Provide a Grant to WILLIAM DODD FOWLER, LLC of not more than twenty-thousand dollars (\$20,000.00) of the cost of making the Improvements.
- (b) Provide the Grant to WILLIAM DODD FOWLER, LLC within fourteen (14) days of receiving satisfactory proof of WILLIAM DODD FOWLER, LLC's completion of construction of the Improvements and payment of WILLIAM DODD FOWLER, LLC's payment to its architect, contractor, and vendors in full.

Section 5. Termination and Recapture

- (a) In the event that WILLIAM DODD FOWLER, LLC discontinues operations for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event WILLIAM DODD FOWLER, LLC shall be required to repay to LEDC any monies expended by LEDC under Section 4 of this Agreement within thirty (30) days of written demand from LEDC therefore following the expiration of such period; provided however that WILLIAM DODD FOWLER, LLC shall not be required to repay such monies if such discontinuation of operations is caused by force majeure.

For the purposes of this Agreement, "force majeure" shall be defined as fire, explosion, natural disaster or other act of God, war, pandemic, or civil unrest, taking under eminent domain, regulatory restrictions or action of any applicable governmental entity, or other event or action that makes the conduct of the WILLIAM DODD FOWLER, LLC illegal or economically unsustainable is beyond the reasonable control of WILLIAM DODD FOWLER, LLC. WILLIAM DODD FOWLER, LLC shall not be required to repay such amounts so long as it is, in the opinion of the LEDC, diligently taking action(s) to renew or continue operations.

- (b) In the event, that WILLIAM DODD FOWLER, LLC shall fail to repay LEDC within thirty (30) days of the date such repayment is due according to the written demand from LEDC, WILLIAM DODD FOWLER, LLC hereby agrees that LEDC may enforce all of its rights and remedies available at law and in equity against WILLIAM DODD FOWLER, LLC.

Section 6. Entire Agreement

This Agreement, when executed, contains the entire agreement between LEDC and WILLIAM DODD FOWLER, LLC with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by LEDC and WILLIAM DODD FOWLER, LLC.

Section 7. Successors and Assigns

Neither party shall assign its rights, obligations, or interest in this Agreement without the prior written consent of the other party. In the event of consent to such assignment or in the event of legal succession of WILLIAM DODD FOWLER, LLC's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 8. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

WILLIAM DODD FOWLER, LLC: WILLIAM DODD FOWLER, LLC
Attn: Fran Wilson
106-108 Commerce Street
Lockhart, TX 78644

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 9. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.

Section 10. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 11. Mutual Assistance

LEDC and WILLIAM DODD FOWLER, LLC agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 12. Representations and Warranties of LEDC.

LEDC hereby represents, warrants, and covenants that:

- (a) It is a Type B Economic Development Corporation, duly organized and validly existing under the laws of the State, particularly Sections 501 and 505 of the Texas Local Government Code.
- (b) The facility constitutes a “project” as defined in Sections 501.101 and 505.155 of the Texas Local Government Code.
- (c) All requirements related to public notice of the project, particularly those included in Section 505.160 of the Texas Local Government Code, have been satisfied.
- (d) The person executing this Agreement on behalf of the LEDC is fully authorized to do so.

Section 13. Representations and Warranties of WILLIAM DODD FOWLER, LLC.

- (a) It is a duly incorporated business entity with full authority to enter into this Agreement.
- (b) The person executing this Agreement on behalf of WILLIAM DODD FOWLER, LLC is fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2022.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steven Lewis, LEDC President

ATTEST:

Michael Kamerlander, LEDC Secretary

WILLIAM DODD FOWLER, LLC

Fran Wilson

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH WILLIAM DODD FOWLER, LLC FOR A BUSINESS IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, William Dodd Fowler, LLC has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and William Dodd Fowler, LLC is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 10th day of January, 2022.

Lockhart Economic Development Corporation



Alan Fielder, Board Chairman

Attest:

Approved as to form:



Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JANUARY 10, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Sally Daniel; Juan Alvarez; Doug Foster (via Zoom).

Board Members Absent: Frank Estrada

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales; Monte Akers; Nicole Warren

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:01 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with William Dodd Fowler, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:01 PM and Closed at 6:02 PM

2.2 Hold a public hearing regarding a performance agreement with Commerce Café, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:02 PM and Closed at 6:03 PM

2.3 Hold a public hearing regarding a performance agreement with Sabre Commercial for the sale of 5 acres in Lockhart Industrial Park II pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:03 PM and Closed at 6:03 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the November 8, 2021 meeting.

No Discussion.

Motion to approve the minutes from the November 8, 2021 meeting.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 5 of 6
Juan Alvarez Abstained

4.2 Discussion and/or action regarding sales tax and financial statements for November and December 2021.

Ms. Larison provided an overview of the financials from the past two months with no significant issues to report. Revenues continue to trend higher than budget and expenses are on track.

Motion to approve the November and December 2021 financial statements.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.3 Discussion and/or action regarding LEDC Resolution 2022-01 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

Motion to approve LEDC Resolution 2022-01 with amendment to remove the second whereas and Sec. 3(c) of the performance agreement.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.4 Discussion and/or action regarding LEDC Resolution 2022-02 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

Motion to approve LEDC Resolution 2022-02.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.5 Discussion and/or action regarding LEDC Resolution 2022-03 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

Motion to approve LEDC Resolution 2022-03 and the property sale agreement for 5.0 acres in Lockhart Industrial Park II with Sabre Commercial, Inc. with addition of building standards language to economic development performance agreement.

Motion: Alfredo Muñoz Second: David Bryant Vote: 6 of 6

5. Executive Session – In: 6:32 PM Out: 7:01 PM

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Porterhouse
- Collie

6. Board Action from Executive Session

None

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for November and December 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 6 of 6

LEDC Board of Directors Adjourned at 7:08 PM.

Minutes approved this the _____ day of _____, 2022.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2022-05 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Attached is the resolution and performance agreement offering a BIG Grant to Commerce Cafe.

Commerce Cafe investing into the updating of the façade of the building including paint and window replacements.

The attached economic development performance agreement outlines the work to be done on the building, the rebate the owners would be entitled to should the work be completed as stated and paid as required.

The work is not complete which is why there is no amount filled in the agreement. The BIG Grant's policy is to gain board approval as early in the process as possible and then collect the correct documents for reimbursement. The maximum rebate to any one applicant is \$20,000. LEDC staff will work with Commerce Café to obtain all documentation to provide the correct 50% rebate of whatever the final expenditure becomes.

PROJECT SCHEDULE (if applicable): Improvements completed within the next 60 days

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: LEDC Board of Directors Unanimously approved the BIG Grant performance agreement at its January 10, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-05 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-05 Commerce Cafe,
Commerce Cafe Grant Performance Agreement, LEDC Resolution 2022-02 Commerce Cafe,
LEDC Draft Minutes 1.10.22

RESOLUTION NO. 2022-05

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT WITH COMMERCE CAFE, LLC FOR A BUSINESS
IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, the City of Lockhart (“City”) is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Commerce Cafe, LLC has applied to LEDC for a grant pursuant to the LEDC’s Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement (“EDPA”) for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Commerce Cafe, LLC is attached hereto as Exhibit “A” and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, Board Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“EDPA” or “Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and COMMERCE CAFE, LLC (“COMMERCE CAFE”)

RECITALS

WHEREAS, COMMERCE CAFE is an existing business in the City of Lockhart located at 118 S. Commerce Street, the owner of which desires to make repairs and improvements, expand its operations to the City of Lockhart, Texas (“City”), and retain primary jobs (“the Improvements”); and

WHEREAS, COMMERCE CAFE intends to invest in the Building Improvements; and

WHEREAS, the LEDC is a Texas Type B economic development corporation located in a city with a population of less than 20,000, operating pursuant to the applicable provisions of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the LEDC desires to assist COMMERCE CAFE and offer financial incentives as part of LEDC’s Business Improvement & Growth (“BIG”) Economic Development Program in the City; and

WHEREAS, the LEDC Board finds that the Project as herein described and carried out will promote new or expanded business development and is an “Authorized Project” as that term is defined in Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board will hold at least one public hearing on the Project prior to spending funds in accordance with Sections 505.159(a) of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board finds that this EDPA is conditional in the event the City of Lockhart, Texas (City) receives a petition no later than the 60th day after the date notice of the Project was published, which is duly certified and accepted by the City Council, from more than 10% of the registered voters of the City of Lockhart, Texas, requesting that an election be held before the Project is undertaken in accordance with Section 505.160 of the Texas Local Government Code, as amended; and,

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and COMMERCE CAFE agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be two (2) years from the effective date of this EDPA.

Section 3. COMMERCE CAFE Performance Requirements

In consideration of LEDC agreeing to provide the Grant described below in Section 4, COMMERCE CAFE agrees to perform the following:

- (a) To make the improvements and repairs described in the BIG Program Application filed by the owners of COMMERCE CAFE, LLC, which is attached hereto as Exhibit “A” and incorporated herein for all purposes (“the Improvements”).
- (b) Commence construction of the Improvements within one hundred twenty (120) days after the City’s approval of the construction plans and issuance of a building permit for the same.
- (c) Complete construction of the Improvements within eighteen (18) months after the issuance of the aforesaid building permit.
- (d) COMMERCE CAFE shall provide LEDC with proof of making the Improvements by submitting copies of receipts for expenditures satisfactory to LEDC, which shall be provided within thirty (30) days of completion of the Improvements.
- (e) Keep current in the payment of taxes owed for the facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by COMMERCE CAFE.

Section 4. LEDC Requirements

In consideration of COMMERCE CAFE’s agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) Provide a Grant to COMMERCE CAFE of not more than twenty-thousand dollars (\$20,000.00) of the cost of making the Improvements.
- (b) Provide the Grant to COMMERCE CAFE within fourteen (14) days of receiving satisfactory proof of COMMERCE CAFE's completion of construction of the Improvements and payment of COMMERCE CAFE's payment to its architect, contractor, and vendors in full.

Section 5. Termination and Recapture

- (a) In the event that COMMERCE CAFE discontinues operations for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event COMMERCE CAFE shall be required to repay to LEDC any monies expended by LEDC under Section 4 of this Agreement within thirty (30) days of written demand from LEDC therefore following the expiration of such period; provided however that COMMERCE CAFE shall not be required to repay such monies if such discontinuation of operations is caused by force majeure.

For the purposes of this Agreement, "force majeure" shall be defined as fire, explosion, natural disaster or other act of God, war, pandemic, or civil unrest, taking under eminent domain, regulatory restrictions or action of any applicable governmental entity, or other event or action that makes the conduct of the COMMERCE CAFE illegal or economically unsustainable is beyond the reasonable control of COMMERCE CAFE. COMMERCE CAFE shall not be required to repay such amounts so long as it is, in the opinion of the LEDC, diligently taking action(s) to renew or continue operations.

- (b) In the event, that COMMERCE CAFE shall fail to repay LEDC within thirty (30) days of the date such repayment is due according to the written demand from LEDC, COMMERCE CAFE hereby agrees that LEDC may enforce all of its rights and remedies available at law and in equity against COMMERCE CAFE.

Section 6. Entire Agreement

This Agreement, when executed, contains the entire agreement between LEDC and COMMERCE CAFE with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by LEDC and COMMERCE CAFE.

Section 7. Successors and Assigns

Neither party shall assign its rights, obligations, or interest in this Agreement without the prior written consent of the other party. In the event of consent to such

assignment or in the event of legal succession of COMMERCE CAFE's interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 8. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

COMMERCE CAFE:	COMMERCE CAFE
	Attn: Sarah Heard
	118 S. Commerce Street
	Lockhart, TX 78644

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 9. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.

Section 10. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 11. Mutual Assistance

LEDC and COMMERCE CAFE agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 12. Representations and Warranties of LEDC.

LEDC hereby represents, warrants, and covenants that:

- (a) It is a Type B Economic Development Corporation, duly organized and validly existing under the laws of the State, particularly Sections 501 and 505 of the Texas Local Government Code.
- (b) The facility constitutes a “project” as defined in Sections 501.101 and 505.155 of the Texas Local Government Code.
- (c) All requirements related to public notice of the project, particularly those included in Section 505.160 of the Texas Local Government Code, have been satisfied.
- (d) The person executing this Agreement on behalf of the LEDC is fully authorized to do so.

Section 13. Representations and Warranties of COMMERCE CAFE.

- (a) It is a duly incorporated business entity with full authority to enter into this Agreement.
- (b) The person executing this Agreement on behalf of COMMERCE CAFE is fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2022.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steven Lewis, LEDC President

ATTEST:

Michael Kamerlander, LEDC Secretary

COMMERCE CAFE

Sarah Heard

RESOLUTION NO. 2021-02

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH COMMERCE CAFE, LLC FOR A BUSINESS IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Commerce Cafe, LLC has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Commerce Cafe, LLC is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

Lockhart Economic Development Corporation

Alan Fielder, Board Chairman

Attest:

Approved as to form:

Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JANUARY 10, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Sally Daniel; Juan Alvarez; Doug Foster (via Zoom).

Board Members Absent: Frank Estrada

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales; Monte Akers; Nicole Warren

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:01 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with William Dodd Fowler, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:01 PM and Closed at 6:02 PM

2.2 Hold a public hearing regarding a performance agreement with Commerce Café, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:02 PM and Closed at 6:03 PM

2.3 Hold a public hearing regarding a performance agreement with Sabre Commercial for the sale of 5 acres in Lockhart Industrial Park II pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:03 PM and Closed at 6:03 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the November 8, 2021 meeting.

No Discussion.

Motion to approve the minutes from the November 8, 2021 meeting.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 5 of 6
Juan Alvarez Abstained

4.2 Discussion and/or action regarding sales tax and financial statements for November and December 2021.

Ms. Larison provided an overview of the financials from the past two months with no significant issues to report. Revenues continue to trend higher than budget and expenses are on track.

Motion to approve the November and December 2021 financial statements.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.3 Discussion and/or action regarding LEDC Resolution 2022-01 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

Motion to approve LEDC Resolution 2022-01 with amendment to remove the second whereas and Sec. 3(c) of the performance agreement.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.4 Discussion and/or action regarding LEDC Resolution 2022-02 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

Motion to approve LEDC Resolution 2022-02.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.5 Discussion and/or action regarding LEDC Resolution 2022-03 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

Motion to approve LEDC Resolution 2022-03 and the property sale agreement for 5.0 acres in Lockhart Industrial Park II with Sabre Commercial, Inc. with addition of building standards language to economic development performance agreement.

Motion: Alfredo Muñoz Second: David Bryant Vote: 6 of 6

5. Executive Session – In: 6:32 PM Out: 7:01 PM

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Porterhouse
- Collie

6. Board Action from Executive Session

None

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for November and December 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 6 of 6

LEDC Board of Directors Adjourned at 7:08 PM.

Minutes approved this the _____ day of _____, 2022.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2022-06 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This economic development agreement with Sabre Commercial is for a speculative building collaboration project for the 5-acres of land owned by the LEDC in Industrial Park II. Since this is only for the construction of new spec buildings, it is hard to pinpoint the entire value of the project and the jobs that will be created as a result although staff would expect at least \$7 million est. at full buildout. Staff expects an initial 20,000 SF building and would grow into multiple buildings totaling 70,000 SF as the market demands.

The purchase sale agreement stipulates:

60 days for feasibility

90 days for government approvals (permitting)

30 days max for closing

The attached contract does not place a time constraint on the construction itself. This is done with an economic development performance agreement which is needed to offer the price below and is also attached for the City's consideration. The developer must complete construction within a year of contract of feasibility being completed(Q1-Q2 2023).

Incentives:

The offer of \$1.50/SF land cost for the 5 acres owned by LEDC in Industrial Park II. The total revenue generated by the sale of the land to LEDC would be \$326,700. The cost basis for the land to the EDC is \$0.00. The land was deeded to the LEDC from the City of Lockhart at no cost.

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: N/A

COMMITTEE/BOARD/COMMISSION ACTION: The LEDC Board of Directors unanimously approved the economic development performance agreement and authorized the President of the LEDC to execute the purchase sale agreement.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-06 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-06 Sabre, Sabre EDPA Final Final 1.11.22, Sabre Sales Contract Final 1.7.22 - ML, Sabre Special Warranty Deed with reversionary v4, LEDC Resolution 2022-03 Sabre, LEDC Draft Minutes 1.10.22

RESOLUTION NO. 2022-06

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING A PERFORMANCE AGREEMENT FOR AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE, WITH SABRE COMMERCIAL, INC.**

WHEREAS, the Lockhart Economic Development Corporation (“LEDC”) is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Sabre Commercial, Inc. (“Sabre”), has applied to LEDC for financial incentives for a project whereby Sabre agrees to construct a new facility of at least 20,000 square feet of speculative light industrial space in an area in the City of Lockhart; and

WHEREAS, the Board of Directors finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the Board of Directors is of the opinion that approving a performance agreement for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The Performance Agreement by and between the LEDC and Sabre Commercial, Inc. attached hereto as Exhibit “A” and incorporated herein is hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the ____ day of _____, 2022.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, Board Attorney

“EXHIBIT A”

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and SABRE COMMERCIAL, INC. (“Sabre”) a limited liability corporation.

RECITALS

WHEREAS, SABRE desires to construct a facility and conduct business operations in the City of Lockhart, Texas (“City”) and to participate in the Economic Development Program established in this Agreement; and

WHEREAS, LEDC desires to establish this Economic Development Program and to offer incentives to Sabre to locate such business in the City; and

WHEREAS, the LEDC is authorized to promote state and local economic development and to stimulate business and commercial activity within the City, and LEDC has determined that substantial economic benefits, including the bringing of new primary jobs to the City, an increase in the City’s tax rolls, and the creation of new opportunities for local employment, will accrue to the City and the surrounding area, if such business is successfully developed on such property; and

WHEREAS, LEDC and Sabre desire to enter into this Agreement in order to comply with Sec. 501.158, Texas Local Government Code, which requires an economic development corporation, in order to offer incentives or make expenditures on behalf of a business enterprise under a project, to enter into a performance agreement that addresses a schedule of jobs created or retained, capital investment to be made, direct incentives provided, and the terms under which repayment shall be made in the event a business enterprise does not meet the requirements specified in the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Sabre agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2. Definitions

(a) “Effective Date” shall mean the date that both parties have executed this Agreement.

(b) “Government Approval” shall mean any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

(c) “New Facility” shall mean a building or buildings with and area of at least twenty-thousand square feet (20,000 sf) that is constructed on the “Property” by Sabre.

(d) “Property” shall mean 5.0 acres, more or less, described as LOCKHART INDUSTRIAL PARK II, BLOCK 2, LOT 8-B, RESUB #2 REPLAT, ACRES 5.0 (the address of which is 200 E. MLK Jr. Blvd., Lockhart, Texas 78644) in the City of Lockhart, Caldwell County, Texas.

Section 3: Term

The term of this Agreement shall be five (5) years, commencing on the effective date of this Agreement, and terminating at midnight on the day immediately preceding the fifth anniversary of the effective date.

Section 4. Sabre Requirements

In consideration of the financial incentives described and offered by LEDC pursuant to this Agreement, Sabre agrees:

- (a) To construct the New Facilities, with a build quality equal to existing building quality and standards in Lockhart Industrial Park II at the time of execution of this agreement, on the Property within the following time frame:
 - (i) Sabre shall apply for and acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of contract execution on the Property.
 - (ii) Sabre shall complete construction of the New Facility within twelve (12) months from the expiration of the sixty (60) day feasibility period from contract execution on the Property consistent with the site plan in Exhibit “A”.
- (b) Sabre shall not, during the term of this agreement, sell or offer to sell the Property to any person or party other than the LEDC without approval of the LEDC Board of Directors, and should it be offered for sale to the LEDC the purchase price shall be no greater than Sabre’s purchase price stated in Section 5 of this Agreement.
- (c) To accept and agree to the terms of the Special Warranty Deed, which includes a reversionary clause, in substantially the form attached hereto as Exhibit “B” at the time of closing on the Property.

- (d) To continue business operations at the New Facility throughout the term of this Agreement.
- (e) To keep current in the payment of taxes owed by Sabre to any taxing jurisdiction having jurisdiction in connection with its operations in Lockhart.
- (f) To meet all requirements of this Agreement and to comply with all applicable City of Lockhart ordinances, state and federal law, and related requirements during the term of this Agreement.

Section 5. LEDC Requirements

In consideration of Sabre agreement to develop within the City and to perform the other acts described herein, LEDC agrees it will convey the Property to Sabre at a purchase price of one dollar and fifty cents (\$1.50) per square foot, for a total of \$326,700.00.

Section 6. Closing/Reversion

- (a) Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Government Approval period, or 45 days from receipt of all necessary permits to site development
- (b) LEDC shall convey the Property to Sabre by Special Warranty Deed that shall contain a reversionary clause providing that in the event Sabre fails to acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of closing on the Property, as provided in Section 4(a)(i), OR fails to complete construction of the New Facilities within twenty-four (24) months of closing on the Property, as provided in Section 4(a)(ii), then title and ownership of the Property shall revert to the LEDC.
- (c) The LEDC shall notify Sabre in writing in the event the LEDC determines that the requirements for reversion of title and ownership of the Property have occurred and shall tender therewith a refund of the purchase price of \$326,700.00 payable to Sabre.

Section 7. Entire Agreement

This Agreement, when executed, contains the entire agreement between the LEDC and Sabre with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and Sabre.

Section 8. Successors and Assigns

This Agreement may not be assigned to any third party by Sabre without the written consent of LEDC. In the event of such assignment or in the event of legal succession of Sabre interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 9. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Sabre: Sabre Commercial, Inc.
Attn: Matt Lutz
2001 Chicon Street
Austin, Texas 78722

Lockhart Economic Development Corporation:
Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

LEDC and Sabre agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2022.

THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steve Lewis, President

ATTEST:

Michael Kamerlander, LEDC Secretary

SABRE COMMERCIAL, INC. :

Matthew Lutz, CEO

**UNIMPROVED PROPERTY CONTRACT**
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Lockhart Economic Development Corporation (Seller) and Matthew E. Lutz and/or Assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot LOT 8-B, RESUB #2 REPLAT, Block 2,
Lockhart Industrial Park II, 5.0 Acres Addition,
City of Lockhart, County of Caldwell,
Texas, known as 200 E. MLK Jr. Blvd, 78644
(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ 326700
B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum\$ 0
C. Sales Price (Sum of A and B)\$ 326700

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Matthew E. Lutz is a licensed real estate broker in the state of Texas.

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 10,000.00 as earnest money to Capstone Title, LLC c/o Travis Smith, as escrow agent, at 901 S. MoPac Expressway Building 2, Suite 150 Austin, TX 78746 (address). Buyer shall deliver additional earnest money of \$ N/A to escrow agent within N/A days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Capstone Title, LLC (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☐ (i) will not be amended or deleted from the title policy; or
☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☒ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: development of a pre-engineered metal warehouse development.

Buyer must object the earlier of (i) the Closing Date or (ii) 45 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____.

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before See Special Provisions Par 11., 20, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a ~~general~~ ^{special} warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

1) Matthew Lutz may assign the contract to a party in which he is a partner/principal. 2) Governmental Approvals - In addition to the basic Feasibility and Inspection period referenced in paragraph 23., Purchaser shall have a 90 day period to obtain all applicable governmental approvals for the development of the property, and shall be at Purchaser's sole and absolute discretion, as to the nature and density of such development. Seller shall fully cooperate with Purchaser in all respects with regard to the pursuit of such development. Said cooperation shall be at no cost to Seller. 3. Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Governmental Approval Period, or 45 days from receipt of all necessary permits to site development.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: Matthew Lutz

2001 Chicon Street Austin, TX 78722

Phone: (512) 767-7406

Fax: (512) 767-7401

E-mail: mlutz@sabrecommercial.com

To Seller

at: Lockhart Economic Development Corporation

P.O. Box 239, Lockhart, Texas 78644

Phone: (512) 398-3461

Fax: (512) 398-5103

E-mail: mkamerlander@lockhart-tx.org

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| ☐ Third Party Financing Addendum | ☐ Addendum for Coastal Area Property |
| ☐ Seller Financing Addendum | ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association | ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| ☐ Buyer's Temporary Residential Lease | ☐ Addendum for Sale of Other Property by Buyer |
| ☐ Seller's Temporary Residential Lease | ☐ Addendum for Property in a Propane Gas System Service Area |
| ☐ Addendum for Reservation of Oil, Gas and Other Minerals | ☐ Other (list): <u>1) Sabre LEDC Performance Agreement 2) Special Warranty Deed</u> |
| ☐ Addendum for "Back-Up" Contract | _____ |
| ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| | _____ |
| | _____ |

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☐ will ☒ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: Monte Akers

6371 Preston Rd. Ste 200, Frisco Texas 75034

Phone: ()

Phone: (972) 668-6400

Fax: ()

Fax: ()

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer _____

Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Matthew E. Lutz 0426021

Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Associate's Name License No.

Associate's Email Address Phone

Licensed Supervisor of Associate License No.

2001 Chicon Street 512-784-6814

Other Broker's Address Phone

Austin TX 78722

City State Zip

Listing Associate's Name License No.

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Listing Broker has agreed to pay Other Broker N/A of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF CALDWELL

§

This Deed is made on the ____ day of _____, 2022, between the Lockhart Economic Development Corporation, as Grantor, the address of which is 215 E. Market Street, P.O. Box 239, Lockhart, TX 78644 and Sabre Commercial, Inc., as Grantee, the address of which is 2001 Chicon Street, Austin, Texas 78722.

For consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys the following described real property to the Grantee forever:

5.0 acres, more or less, described as LOCKHART INDUSTRIAL PARK II, BLOCK 2, LOT 8-B, RESUB #2 REPLAT, ACRES 5.0 (the address of which is 200 E. MLK Jr. Blvd., Lockhart, Texas 78644) in the City of Lockhart, Caldwell County, Texas.

TO HAVE AND TO HOLD the same in fee simple, provided however, that should Grantee fail to perform the requirements and obligations described in that one certain Economic Development Performance Agreement by and between Grantor and Grantee, a copy of which is attached hereto as Exhibit "A" and which is incorporated herein for all purposes, being that in the event that Grantee fails to acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of closing on the Property, as provided in Section 4(a)(i), OR fails to complete construction of the New Facility within twenty-four (24) months of closing on the Property, as provided in Section 4(a)(ii), then title to the real property shall automatically revert to Grantor for the amount paid by Grantee pursuant to the terms contained within Exhibit "A" and Grantor shall have the right to re-enter the premises and, upon exercise of such re-entry, all right, title and interest of grantee in the above-described premises shall cease and revert immediately to grantor, his heirs and assigns.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the above described property in fee simple and that Grantor has good right and lawful authority to sell and convey the property. Grantor hereby warrants and agrees to forever defend the right and title to

the above described property unto the said Grantee against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

EXECUTED this ____ day of _____, 2022.

Lockhart Economic Development Corporation

Steven Lewis, President

Attest:

Michael Kamerlander, Secretary

STATE OF TEXAS

COUNTY OF CALDWELL

On this day, personally appeared before me, _____, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed on this ____ day of _____, 2022.

Notary's Public Signature: _____

My commission expires _____.

ACCEPTED AND AGREED TO Sabre Commercial, Inc., Grantee

Name: Matthew Lutz
Title: CEO

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING A PERFORMANCE AGREEMENT FOR AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE, SUCH PROJECT BEING KNOWN AS "SPECS."

WHEREAS, the Lockhart Economic Development Corporation ("LEDC") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Sabre Commercial, Inc. ("Sabre"), has applied to LEDC for financial incentives for a project whereby Sabre agrees to construct a new facility of at least 20,000 square feet of speculative light industrial space in an area in the City of Lockhart; and

WHEREAS, the Board of Directors finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the Board of Directors is of the opinion that approving a performance agreement for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The Performance Agreement by and between the LEDC and Sabre Commercial, Inc. attached hereto as Exhibit "A" and incorporated herein is hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 6th day of January, 2022.

Lockhart Economic Development Corporation


Alan Fielder, President

Attest:

Approved as to form:


Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, JANUARY 10, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Sally Daniel; Juan Alvarez; Doug Foster (via Zoom).

Board Members Absent: Frank Estrada

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales; Monte Akers; Nicole Warren

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:01 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with William Dodd Fowler, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:01 PM and Closed at 6:02 PM

2.2 Hold a public hearing regarding a performance agreement with Commerce Café, LLC for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:02 PM and Closed at 6:03 PM

2.3 Hold a public hearing regarding a performance agreement with Sabre Commercial for the sale of 5 acres in Lockhart Industrial Park II pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:03 PM and Closed at 6:03 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the November 8, 2021 meeting.

No Discussion.

Motion to approve the minutes from the November 8, 2021 meeting.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 5 of 6
Juan Alvarez Abstained

4.2 Discussion and/or action regarding sales tax and financial statements for November and December 2021.

Ms. Larison provided an overview of the financials from the past two months with no significant issues to report. Revenues continue to trend higher than budget and expenses are on track.

Motion to approve the November and December 2021 financial statements.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.3 Discussion and/or action regarding LEDC Resolution 2022-01 for an economic development performance agreement with William Dodd Fowler, LLC for a BIG Grant.

Motion to approve LEDC Resolution 2022-01 with amendment to remove the second whereas and Sec. 3(c) of the performance agreement.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.4 Discussion and/or action regarding LEDC Resolution 2022-02 for an economic development performance agreement with Commerce Café, LLC for a BIG Grant

Motion to approve LEDC Resolution 2022-02.

Motion: Alfredo Muñoz Second: Sally Daniel Vote: 6 of 6

4.5 Discussion and/or action regarding LEDC Resolution 2022-03 for an economic development performance agreement and property sale agreement for 5.00 acres in Lockhart Industrial Park II with Sabre Commercial, Inc..

Motion to approve LEDC Resolution 2022-03 and the property sale agreement for 5.0 acres in Lockhart Industrial Park II with Sabre Commercial, Inc. with addition of building standards language to economic development performance agreement.

Motion: Alfredo Muñoz Second: David Bryant Vote: 6 of 6

5. Executive Session – In: 6:32 PM Out: 7:01 PM

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Porterhouse
- Collie

6. Board Action from Executive Session

None

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for November and December 2021.

ADJOURN

Motion to Adjourn.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 6 of 6

LEDC Board of Directors Adjourned at 7:08 PM.

Minutes approved this the _____ day of _____, 2022.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

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

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

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

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: Update of COVID-19 orders and Council actions, GA-39, GA-38, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



GOVERNOR GREG ABBOTT

August 25, 2021

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

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

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

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

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021



GOVERNOR GREG ABBOTT

July 29, 2021

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3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

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

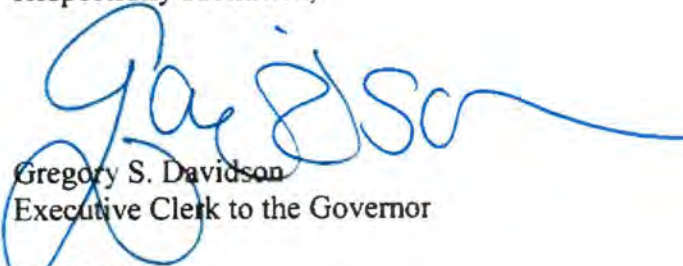
Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

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

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

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

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

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

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

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

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

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

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

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JUL 29 2021

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

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

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

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

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JUL 29 2021

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

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JUL 29 2021

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

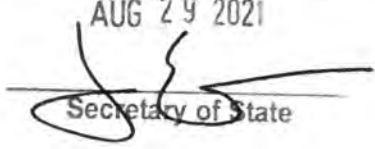


GOVERNOR GREG ABBOTT

August 29, 2021

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SECRETARY OF STATE
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AUG 29 2021


Secretary of State

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

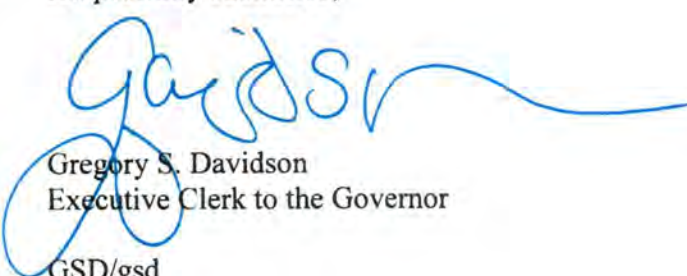
Dear Mr. Deputy Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

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

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:


JOE ESPARZA
Deputy Secretary of State

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SECRETARY OF STATE
5:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

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

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

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

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

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

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

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

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

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

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

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

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

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

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

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

OCT 11 2021

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

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

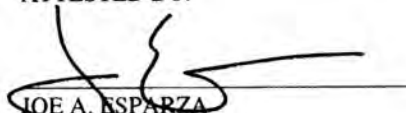
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

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



GREG ABBOTT
Governor

ATTESTED BY:



JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
9:30 PM O'CLOCK

OCT 11 2021

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 18, 2022

AGENDA ITEM CAPTION: Consider nomination of Jake McCullough to the Airport Advisory Board - Councilmember Jeffry Michelson.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

Councilmember Jeffry Michelson will nominate Jake McCullough as his appointee to the Airport Advisory Board.

Mr. McCullough is a certified pilot and meets the criteria to serve on the Airport Advisory Board.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Jake McCullough's Board application

CITY OF LOCKHART

ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

NAME: Jake McCullough E-mail: _____

ADDRESS: 416 Summerside Ave HOME#: 409-550-1188

Lockhart, TX 78644 WORK#: 409-550-1188

OCCUPATION: Regional Used Truck Sales Manager CELL# 409-550-1188

EDUCATION (optional): _____

How long have you been a resident of Lockhart? 2 yrs 3 months

Are you a qualified voter of the City? Yes ☒ No ☐ VOTER REG. #: 2168176225

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: I am a Private Pilot, I own my plane and base it at 50R, and I live inside The City of Lockhart.

ADDITIONAL PERTINENT INFORMATION/REFERENCES: I'm a former board member for the Ector County Airport Association in Odessa, TX. Former CAF Pilot for High Sky Wing Midland, TX

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS, OR COMMITTEES:

(Please limit your selection to no more than three. List in order of preference: 1,2,3)

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

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

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

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

Do you receive any direct compensation or gain from any other governmental body?

Yes ☐ No ☒ If yes, what type? _____

Jake McCullough
(Signature of Applicant)

12-08-2021
(Date)

Return application to:
City of Lockhart
City Secretary's Office
PO Box 239
Lockhart, TX 78644

cconstancio@lockhart-tx.org

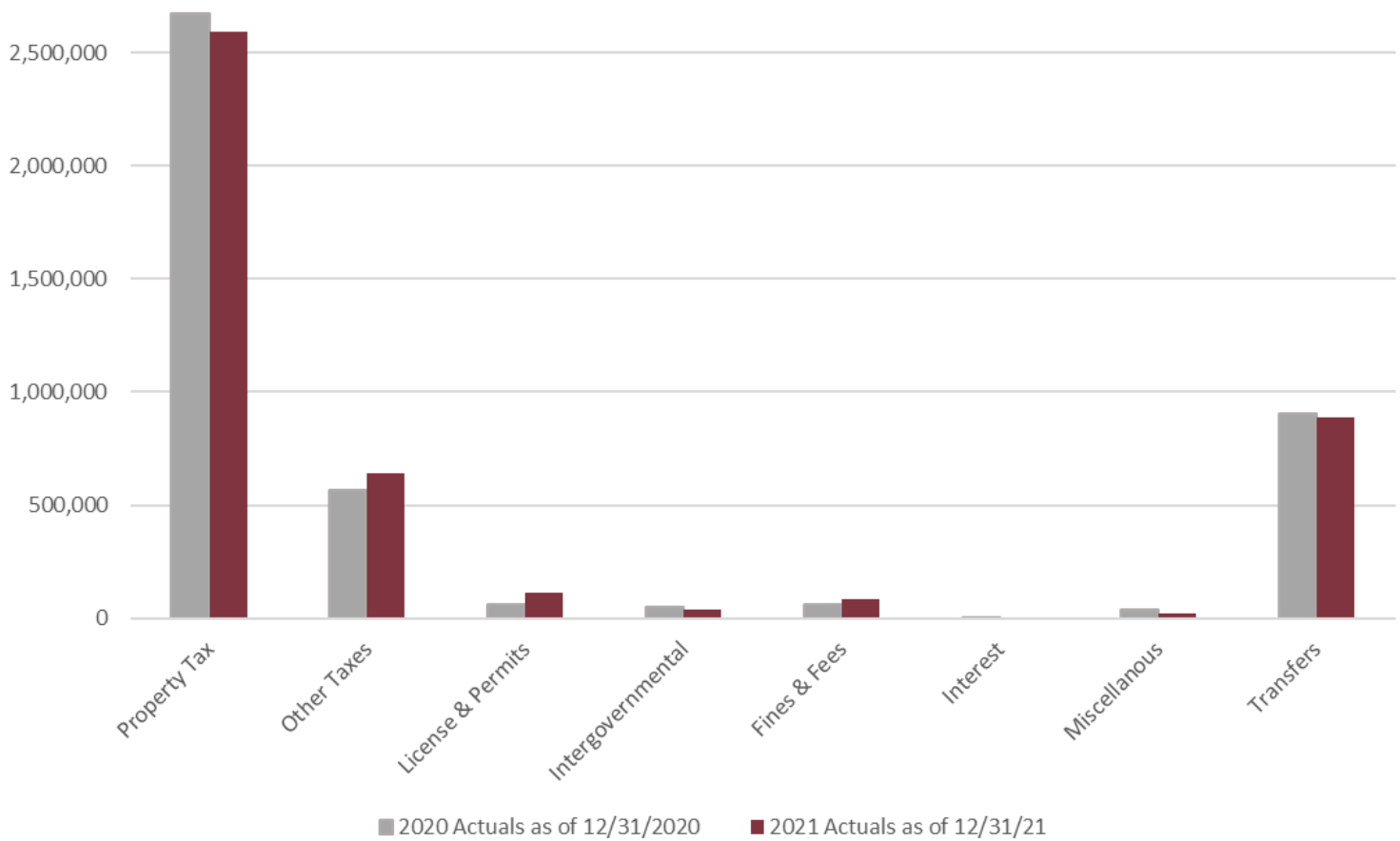
If you have any questions, please contact the City Secretary's Office at 512/398-3461.

Lockhart Financial Focus

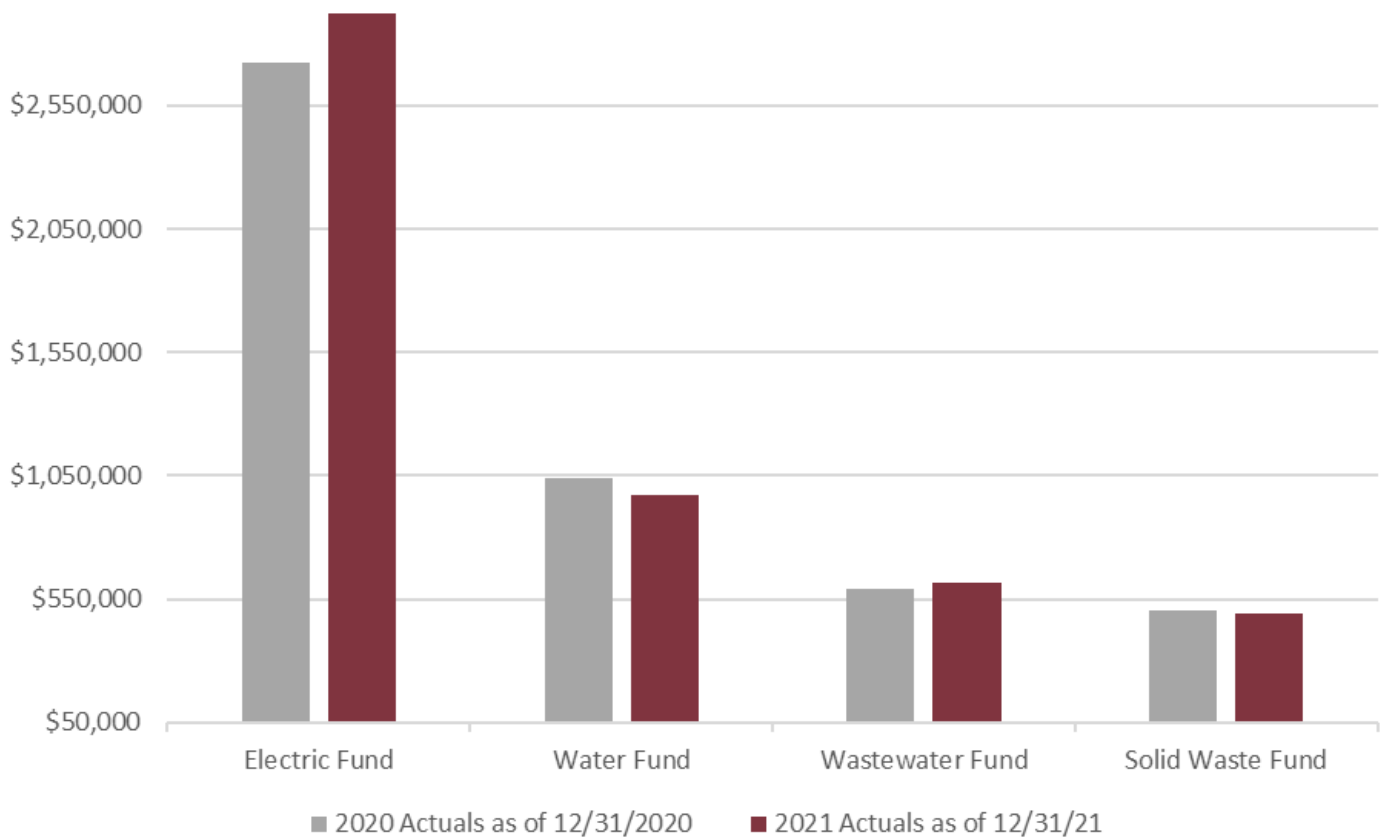
Oct – Dec 2021

1st Quarter

FY20 & FY21 GENERAL FUND REVENUE COMPARISON YTD



FY20 & FY21 UTILITY FUNDS REVENUE COMPARISON YTD



REVENUES IN THE 1st QUARTER (25% OF BUDGET)

General fund revenues – Property tax revenues are at 53.3% ending the 1st quarter of the fiscal year. Sales tax revenues are currently at 27.2%, 2.2% above the 25 percentiles for 1st quarter. License and permits are 38.7%. Intergovernmental is low during the current reporting period because of revenues yet to be collected for Student Resource Officers (LISD) and the transfers of funds from the American Rescue Plan Act Fund to cover budgeted costs associated with possible park improvements. Interest revenue continues to decrease due to interest rates being sub-standard due to the economy. Miscellaneous revenues are at 31.4%.

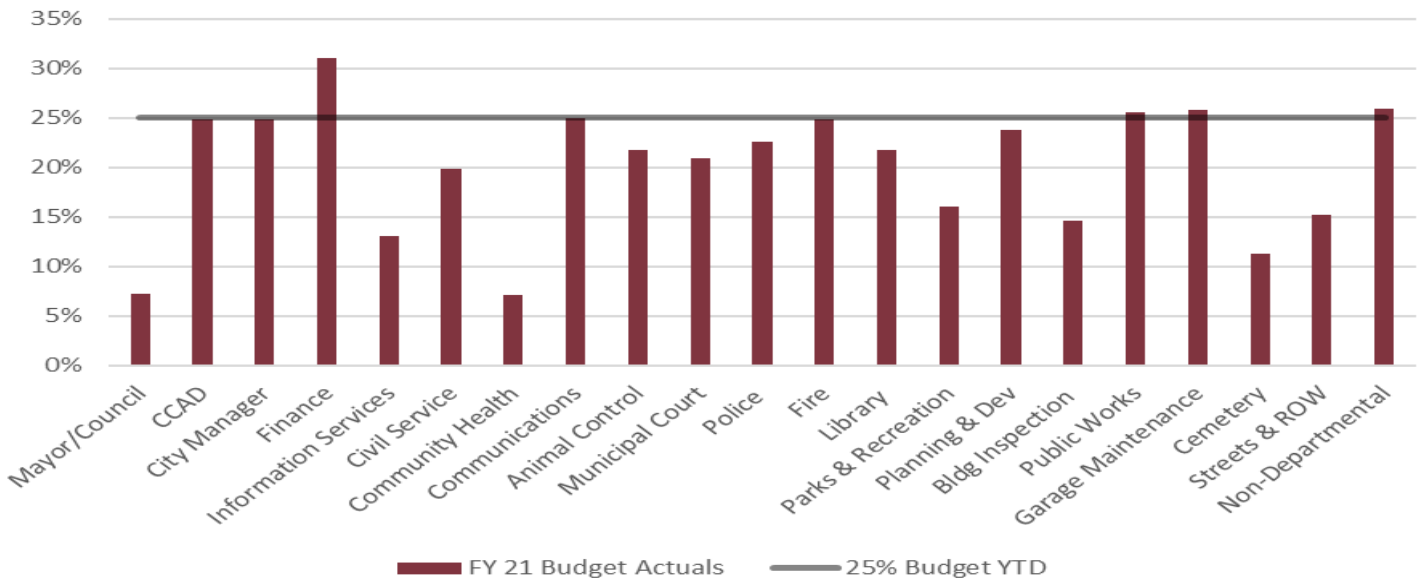
Electric revenues are at the 25% of the 1st quarter budget with higher revenue months ahead. One transfer has increased the revenue in Transfers due to using the Electric Rate Mitigation Fund to cover higher power purchase costs in December.

Water revenues are at 17.5% of the budget year's 25%. Water revenues decrease during the winter months and will see increase during the peak months of summer.

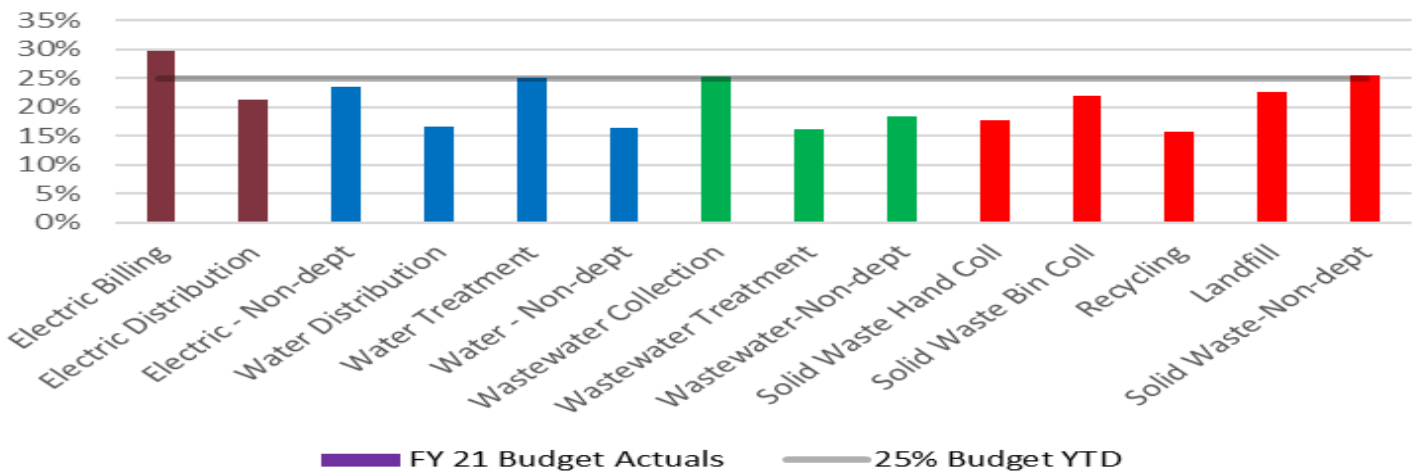
Wastewater, much like water revenues, wastewater revenues are expected to decrease during the winter months. It is currently 24.3% of the budgeted revenues of 25%.

Solid Waste revenues are equal to budgeted revenues of 25%.

General Fund Expenditures by Department

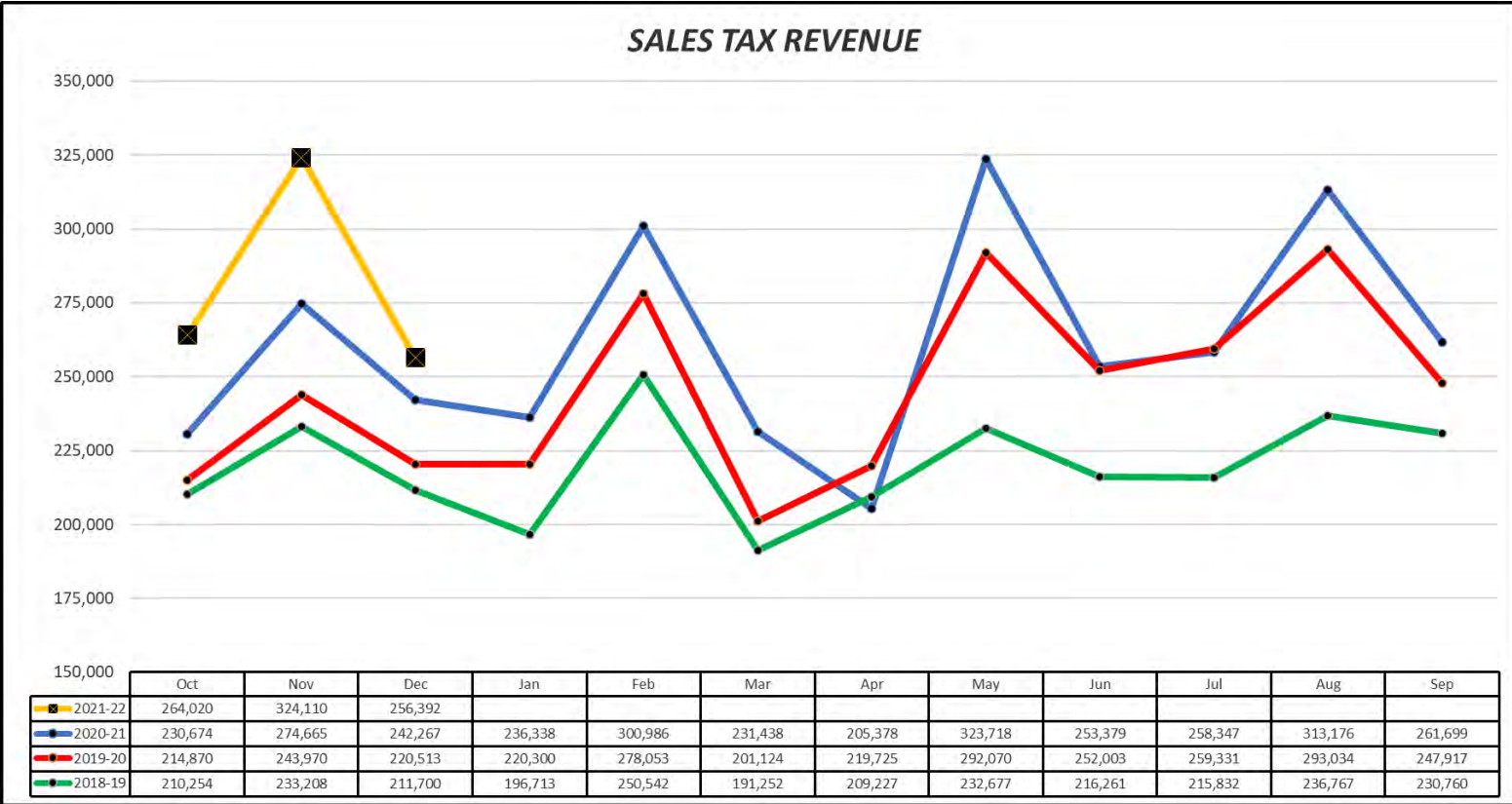


Utility Expenditures by Department



EXPENSES IN THE 3RD QUARTER

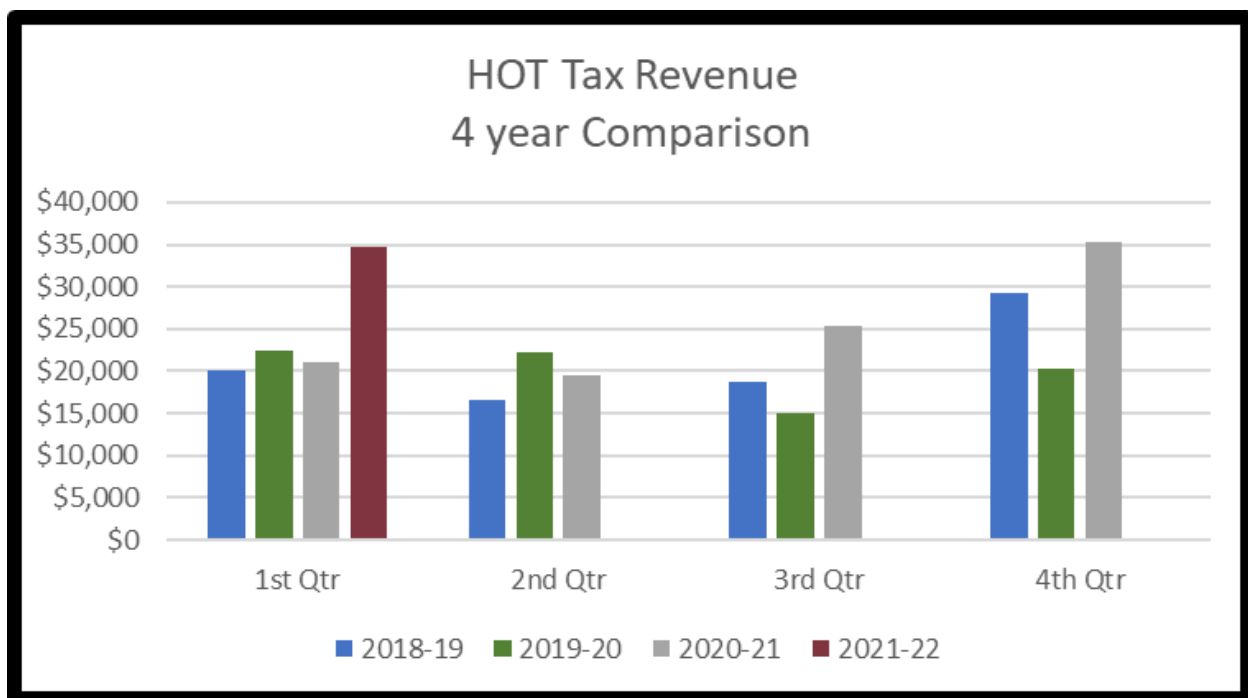
- The **General Fund** is currently operating \$1,135,103 revenues over expenditures. Departments with higher than 25% budgeted expenditures are the following:
 - ♦ Finance – is at 31% of their budget for the 1st quarter due to annual payment for software that was paid in October.
- **The Utility Funds:**
 - The Electric Fund is operating \$89,543 revenues over expenditures. The Electric department is currently staying in line with the 25 percentiles of expenses budgeted except for Utility Billing which paid the annual payment for software in October.
 - The Water Fund is operating \$67,711 revenues over expenditures with all their departments staying under the 25% line.
 - Wastewater has \$66,731 revenues over expenditures and all of their departments have under the 25% of budgeted expenses.
 - The Solid Waste Fund's revenues are \$143,508 over their expenditures and all departments are under the 25% budget line.



The revenues from sales tax are currently at 27.2% of the budget with 9 months remaining in the fiscal year. The City of Lockhart continues to see an increase in sales tax revenues.

HOT revenues for the first quarter of fiscal year 2021-22 saw a significant increase in revenues from the prior year. Short-term rentals have slowly been making HOT tax payments to the City. Four owner/operators make monthly payments while 3 additional owners make payments quarterly.

Staff is reviewing the need and options for a registration process for Short Term Rental properties; charge an annual registration fee; and apply a penalty to non-payers in the upcoming 2022 year.





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve “needs” so we can work on “wants” for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this “start” list

Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- ☒ Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- ☒ Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- ☒ Explore asking the county for grant writer assistance
- ☒ Establish fee schedule for fire plan reviews and inspections
- ☒ Considering increasing existing fees for applications and development fees
- ☒ Develop an Airport Business Plan
- ☒ Research options for additional records storage
- ☒ Transition staff department reports from monthly to quarterly
- ☒ Pursue agenda management process and software
- ☐ Streamline paper processes where possible/evaluate software options
 - o Utility billing
 - o Applications
 - o Council, boards, commissions:
 - Packets
 - Minutes

Goal Development from City Council:

The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts

Progress Reporting

The following icons are used to document progress of the following goals and strategies:

	= Completed
	= On Target or In Progress
	= Not on Target

Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce		
3. Complete updating our development ordinances	 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	

4. Consider development tools to facilitate attraction / recruitment to SH 130 corridor	 IEDC business park development study completed. Future consideration by LEDC.	
5. Bring utilities, assist assembling parcels, rezoning tracts along SH 130/142 and become shovel-ready	 Mostly done. Site development will facilitate the remainder.	
6. Pursue prospects and developers and create a BRE (business retention and expansion) program	 Hiring a second Economic Development practitioner.	
7. Start investing in more property for growth	 IEDC study.	
8. Explore next industrial park	 IEDC study.	
9. HOT (Hotel Occupancy Tax) Funds – board to develop and adopt new process to collect payments from B&Bs	 HOT Advisory Board created. Board training and funding processes under review.	
10. Adopt and implement the Economic Development Strategic Plan (currently underway by Garner Economics) by Q4 2020	 LEDC Board hired Garner Economics January 2020	
11. Robust LEDC website	 Underway with EDsuite contract.	
12. Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	<i>N/A Brand new/created in 2020</i>	
14. Develop fiber down 142, 183, and the Central Business District	<i>N/A Brand new/created in 2020</i>	

Goal #1 KPIs / Metrics:

- ☒ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ☐ Did we collaborate with downtown stakeholders and both Chambers of Commerce?
- ☐ Did we completely update our development ordinances?
- ☐ Did we brainstorm development tools for SH-130 development?
- ☐ Did we bring utilities and assemble parcels along SH-130?
- ☐ Did we develop shovel-ready development sites?
- ☐ Did we market those sites to prospective investors?
- ☐ Did we develop plans for our next industrial park?
- ☐ Did we revamp the way HOT funds are structured?
- ☐ Did we develop and implement an Economic Development Strategic Plan?
- ☐ Did the Lockhart EDC revamp their website to better attract investment?
- # of quality home builders the Lockhart EDC proactively reached out to in 2020-2021? _____
- ☐ Did we adopt a new TIF policy?

of miles of new fiber optics laid in Lockhart in 2020-2021? _____

Goal 2: Quality of Life / Quality of Facilities

Strategies	2019-2020 Progress	2020-2021 Progress
1. Invest money to improve the appearance of our town (streets, parks, entry signs)	 Doubled street resurfacing funds in FY 20; Parks Master Plan projects.	
2. Conduct and implement a Space Study of City Buildings and facilities including City Hall	 Budget established for FY 20 Space Study. RFP under development.	
3. Improve the image of City facilities as needed and conduct cosmetic improvements in the meantime	 See No. 2 above.	
4. Update, renovate, and construct City facilities as needed, based on the space study. Realize that remodel of Central Fire Station is likely next.	 Electrical panel upgrade at the Water Treatment Plant; Budget established for FY 20 Space Study; Fire Station No. 2 completed.	
5. Implement the Parks Master Plan, improving the quality of life for the community. What is in Phase 2: splash pad, restroom renovations, dog park, picnic shelter upgrades, and tree planting initiatives	 Multiple Phase I projects underway.	
6. Conduct a citywide quality of life citizen survey and ask council to fund.	 Allocate funds in FY 20-21; assign project to PIO.	
7. Establish a Hospital with an Emergency Room in town	<i>N/A Brand new/created in 2020</i>	
8. Sell church property	<i>N/A Brand new/created in 2020</i>	
9. Create a Youth Advisory Board to explore options around youth programs/activities	<i>N/A Brand new/created in 2020</i>	
10. Implement downtown drainage improvements	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	<i>N/A Brand new/created in 2020</i>	
12. Promote beautification projects through teamwork	<i>N/A Brand new/created in 2020</i>	
13. Clean up trash/enforcement citywide	<i>N/A Brand new/created in 2020</i>	
14. Enhance lower income districts with beautification efforts	<i>N/A Brand new/created in 2020</i>	

Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019? \$ _____

\$ amount invested in parks in 2019? \$ _____

\$ amount invested in gateway entry signs in 2019? \$ _____

\$ amount invested in streets in 2020? \$ _____

\$ amount invested in parks in 2020? \$ _____

\$ amount invested in gateway entry signs in 2020? \$ _____

Which facilities did we improve the image of? _____

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

of City-owned buildings we renovated or retrofitted? _____

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

☐ Did we court hospital providers?

☐ Did we sell the church property?

☐ Did we create a Youth Advisory Board?

☐ Did we implement downtown drainage improvements?

☐ Did we fully investigate issuing a street bond?

☐ Did we fully enforce trash clean up around town?

☐ Did we specifically target lower income neighborhoods for new beautification projects?

Goal 3: Staffing / Personnel

Strategies	2019-2020 Progress	2020-2021 Progress
1. Consider hiring additional personnel (engineer, IT, etc.)	 In FY 20, staffing levels were increased by 2 full-time and 1 part-time positions.	
2. Conduct a staffing study that includes evaluating efficiencies and compensation	 Classification and Compensation Study underway.	
3. Right size staffing levels city-wide based on study results	 No funding was allocated for such a study; discuss need/timing of study during FY 20-21 budget process.	
4. Consider starting salaries that compete with surrounding communities	 Classification and Compensation Study underway.	
5. Be consistent with staff development / policies / purchasing procedures	 Comprehensive Purchasing Policy under development (anticipated to be complete 1 st quarter of 2020). Revision of City Personnel Policy underway.	
6. Implement a staff development program (be consistent)	 House Bill 3834 mandated cybersecurity training for all employees with computer access and elected officials – cybersecurity training program underway.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Start developing / preparing current staff to take on leadership roles within the organization in the future. Work on succession planning: add Fire, add Electric, add Streets, and add Animal Control.	 Emphasis on leadership training for police personnel, cross training of job duties underway in Finance Department.	
8. Recruit and attract more bi-lingual staff	 No funding was allocated to recruit bi-lingual staff; explore possible options during FY 20-21 budget process and the classification and compensation study.	
9. Customer service / experience excellence training for the Utility and Planning Development teams	 Training budgeted item in FY 20 for Utility Customer Services staff.	

Goal #3 KPIs / Metrics:

of new positions in 2019? _____

☐ # of new positions in 2020 and 2021? _____☐ Did we perform a staffing efficiency/compensation study?☐ Did we right-size our salaries based on that study by the end of 2020?☐ Did we develop new consistent policies and procedures regarding professional development of staff?☐ Did we develop new consistent policies and procedures regarding purchasing/procurement?☐ Did we create and implement a new staff development program to ensure everyone has training opportunities?☐ Did we begin grooming current staff for future leadership roles?☐ How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 through 2021 who are bilingual? _____

☐ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT Management and Services

Strategies	2019-2020 Progress	2020-2021 Progress
1. Improve technology / create specific strategies to have better IT support based on Assessment results	 New outside IT management team hired; Strategic plan for current and emerging issues (cyber) near completion.	
2. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals. \$100K will pay for equipment, \$20K is licensing agreement costs.	 City-wide replacement of desktops with current operating systems complete; new servers in current fiscal year.	
3. Create a 5-year rolling IT equipment replacement plan	 See above notes 1 and 2.	
4. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website.) Purchase next modules: INCODE	 New PIO hired. Increased social media updates. INCODE permits and inspections software module implemented to track permit and inspections progress; online access to permit applications and tracking underway.	
5. Upgrade the server system	 Desktop operating systems upgrade 100% complete. Server upgrades in progress.	
6. Streamline technology hardware, software processes within the City, based on Assessment recommendations	 Ongoing and FY 20-21.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Upgrade all equipment and software and be trained on specific software to be used to maximum potential and determine which staff will require which trainings.	 Current year 2020 departmental goal.	
8. Explore implementing downtown Wi-Fi	 To be addressed in 2020 or 2021. Explore options with the Downtown Business Association and both Chambers of Commerce.	

Goal #4 KPIs / Metrics:

- ☐ Did we secure top quality technology support across all departments by the end of 2020?
- ☐ Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- ☐ Did we upgrade our servers?
- ☐ Did we upgrade our computer software, subscriptions, and licenses?
- ☐ Did we upgrade our peripherals?
- ☐ Did we upgrade our other technology equipment?
- ☐ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ☐ Did we upgrade our City server system?
- ☐ Did we streamline our City technology processes?
- ☐ Did we secure training for staff to use all new equipment properly and efficiently?
- ☐ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies	2019-2020 Progress	2020-2021 Progress
1. Provide quality public safety to all citizens of Lockhart		
a. Develop a specific Retention Strategy first	 City-wide classification and compensation study underway. Fire: Council approved 7% salary adjustment in FY 19-20. Police: all officers to attend leadership training, host ceremonial recognition events, retention strategy under development.	
b. Continue to implement hiring strategies we developed such as Fire and Police.	 Fire: Use of recruitment video; developing recruitment flyer for use with LISD and the public; career day with Lockhart High School students; Fire Chief to serve on LISD Career and Technical Education Advisory Committee. Police: In 2019, Lockhart Police Officers visited with police cadets attending the AACOG Academy and made presentations to 2 classes of prospective candidates. In 1 st quarter of 2020, LPD will make presentations to the CAPCOG Academy currently in progress.	

Strategies	2019-2020 Progress	2020-2021 Progress
c. Long-term public safety facility planning for Station #1.	 Completed Fire Station No. 2. Analysis and cost estimate to remodel and upgrade Fire Station No. 1 underway.	
d. Develop an equipment replacement schedule. Seek funding for existing equipment (fire apparatus and patrol cars) replacements.	 Developed an ambulance replacement schedule with Caldwell County and Seton. Upgrades to two-way radios (portables and mobiles) underway.	
e. Continue to ensure use of best practices / standards (research best practices, then implement)	 Fire: Fire Department is preparing an emergency management tabletop exercise for City staff. Police: Upgraded Police Officer body-worn cameras to 3 rd generation models.	
f. Evaluate Accreditation opportunities	 Fire: Reviewing the Texas Fire Chief's Association (TFCA) accreditation process before formal enrollment. Police: Currently reviewing the 166 Texas Law Enforcement Best Practices. Will submit for recognition in the 3 rd quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	<i>N/A Brand new/created in 2020</i>	
h. Begin TXDOT safety projects	<i>N/A Brand new/created in 2020</i>	
i. Promote a Neighborhood Watch Program	<i>N/A Brand new/created in 2020</i>	

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019? _____

of new law enforcement officers hired in 2020? _____

of new law enforcement officers hired in 2021? _____

% law enforcement officers retained? _____%

of new firefighters hired in 2019? _____

of new firefighters hired in 2020? _____

of new firefighters hired in 2021? _____

% firefighters retained? _____%

☐ Did we develop a long-term public safety facilities plan?☐ Did we develop a public safety equipment replacement schedule?☐ Did we implement that new replacement schedule?☐ Did we research and record best practices across the country regarding public safety policy?☐ Did we make any modifications to our public safety policies based on that research?☐ Did we explore and evaluate Accreditation opportunities?☐ Did we implement new turn lane and traffic light improvements in 2020-2021?☐ Did we begin the TXDOT safety projects?☐ Did we proactively promote a Neighborhood Watch Program for Lockhart?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The city council and management team agreed to use this document regularly throughout 2020 and 2021 to track progress and measure accomplishments.



City of Lockhart

2019-2020 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On February 1 & 2, 2019 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, February 1, 2019 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then took the team through a SWOT (Strengths, Weaknesses, Opportunities, & Threats) Analysis. The next group exercise was a brainstorm called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2019-2020 goal and strategy development to recommend to the City Council the following day.

On Saturday, February 2, 2019, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- That City Council will take what we say seriously
- Consider all staff in decisions
- Hear each other's goals
- Live by the plans we create / develop
- That Council develop goals / priorities based on sound data / research
- Focus
- Consider quality of life as over-arching goal
- Discuss business attraction vs. recruitment
- Being prepared for growth
- Facilities improvements
- Facilities maintenance
- How do we give back to those who need extra help?
- Smart land use practices
- Discuss Tourists/Tourism – what is there for kids to do while in town visiting family?

City Council Expectations for the Day's Discussion Topics

- Capitalize on Tourism
- Discuss Wi-Fi
- Capitalize on BBQ Capital of Texas
- Cleaning up of unsightly properties (residential)
- Work in unity today
- Serve our community
- Focus
- To discuss Economic Development targeting technology jobs
- Industrial Park is full – now what?
- Cleaning up of City properties / facilities
- Actually implement our goals
- Discuss the direction of Economic Development
- Think bigger / think change / embrace change
- Develop our identity
- Attractive gateway signage
- Employee wages
- Technology infrastructure

SWOT Analysis

The facilitator guided the participants through an analysis of their current Strengths, the current Weaknesses or Challenges they are facing, Opportunities that may come their way in the future, and Threats that are possible to occur in the future. Note that there are no right or wrong answers here and no implication of likelihood. This is simply a brainstorm of the opinions of the participants to get them thinking about goals in the next portion. The Management Team listed their responses first, then the City Council added additional items the following day.

Strengths

- Historic district
- County seat
- BBQ Capital of Texas
- Location to highways
- Tourism
- Small town (family-oriented)
- Growing – room for more
- Desire to manage growth
- Good development process
- Proximity to Austin
- Comparable housing prices
- Existing capacity of utilities
- Easy mobility
- Economic Development Sales tax
- Clark Library
- Baker Theatre
- Ease of developing land (flat)
- Employees who experience long tenure
- Volunteers
- CTR (Chisholm Trail Roundup) & other local events
- Community support
- Recognizable court house
- Movies / film production (TFC)
- Long-term water planning
- High-level financial planning
- Competitive building / development fees
- “Real” city with well-managed growth
- New energy
- Proximity to large cities / airport
- New residents – new ideas – changing priorities
- Diversity
- First Friday Downtown Event

Weaknesses / Challenges

- Incentives – Economic Development lack of use
- Technology – aging equipment and software
- Infrastructure
- Facilities – condition / maintenance
- Competitive salaries within region
- Training opportunities
 - Professional development
 - Budget
- Closed minds – have always done it this way
- Tourism
- Managing growth
- Need for succession planning
- Public perception influencing job applicant pool
- Weak tax base
- Limited in-town post-secondary educational opportunities
- Lack of retail
- Lack of entertainment (kids)
- Limited grocery options
- City-owned property
- College
- Venue / convention center
- Lack of hotels
- Entryways to community
- Not using TIF financing
- Emerging downtown organization
- How to effectively support increasing, ever-growing number of festivals
 - Create packages for vendors and festivals
- No city recreation programs
- In-kind services
- Very limited public transportation services
- Outdated web information
- Poor communication with citizens

Opportunities

- Expand airport (hangars)
 - Install AWOS (Automated Weather Observing System)
- Improve working conditions of employees
- Proximity to Austin
- Implement first phase of parks master plan
- SH-130 has great properties but not city-owned property
- Undeveloped lots on Square and north / northwest of Square
- Long-tenured elected leadership
- Increase community involvement
- To develop positive relationship with County, School, and organizations
- Quality economic growth
- Franchise recreational or entertainment venues (theaters, bowling, outlets, concerts, water parks)
- Community college campus
- Increased communication needed with ISD for school planning, infrastructure, etc.
- Expand walking / biking opportunities for exercise and community involvement
- Lockhart Springs (natural spring)
- Lockhart State Park transfer to City
- Potential residential development around golf course
- Development within historic district
- School district growth
- Housing growth
- Business growth
- St. Paul Church and other redevelopment opportunities
- Hospital / medical facilities
- Public bathrooms downtown
- Develop Industrial Park
- More involvement with San Marcos Greater Partnership
- Partnership with Austin Chamber
- EDC \$ will go further today than in 2 years (spec buildings, parking)

Threats

- Economic recession
- Voter turnout
- Government shutdown
- Citizen input
- Natural disaster
- Leadership in government
- Lack of economic development direction
- Competition from other cities
- Lack of resources
- Building maintenance
- Technology – cyber security
- Surging population
- Infrastructure improvement
- Maintaining reputation
- Planning without follow through
- Lack of educated workforce – skilled labor
- Crime
- Lack of workforce – people
- Retention and hiring
- Youth retention
- School quality
- Lack of industry
- Lack of racial unity
- Micro-managing
- Other utilities providers
- Homeless services – transportation
- Types of future growth

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Space allocation study
- Renovate City buildings – construct
- Downtown bathrooms
- Improve salaries – salary survey
- Staff development program / policies / procedures
- Consistency in purchasing
 - Revamp purchasing policy
- Replacing capital equipment / vehicles – vehicle fund
- Mandatory single stream recycling
- IT department, in-house City Engineer
- New technology in terms of equipment, network, server, software
- Re-assess who is in charge of downtown redevelopment
 - Name which entity (or entities) funds downtown redevelopment initiatives
 - Name which entity (or entities) manages downtown redevelopment initiatives
- 2020 Comprehensive Master Plan Update that includes a future land use plan and map

Stop

- In-house utility billing (consider outsourcing)
- Outsourcing IT (consider bringing in-house)
- Repetitive useless paperwork (paperwork/policies must be updated and streamlined)
- Increasing overtime in fire and police (hire more to fix this issue)
- Using outdated equipment
- Hand -picking collections of recycled goods (business pick up)
- Laying asphalt driveway approaches for “free”
- Demolition of condemned houses – stop doing in-house (needs to be outsourced)

Continue

- Meeting with County, City, School, Chamber, EDC
- Implementing 2020 Plan and Updates
- Attracting businesses – growth
- Providing superior service
- Redeveloping Downtown
- Implement Parks Master Plan
- Being a great place to work
- Public investments along SH-130
- Supporting festivals / movie projects
- Financial planning
- Embracing tourism

Goal 1: Economic Development / Planning

Strategies
1. Partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)
2. Reassess who is in charge of managing and funding downtown development and tourism
3. Attract a post-secondary education campus / facility
4. Complete updating our development ordinances
5. Consider development tools to facilitate attraction / recruitment to SH 130 corridor
6. Bring utilities, assist assembling parcels, rezoning tracts along SH 130
a) Shovel ready
b) Pursue prospects
7. Start investing in more property for growth
8. Explore next industrial park
9. HOT (Hotel Occupancy Tax) Funds – revamp structure
10. Economic Development Strategic Plan
11. Robust LEDC website

Goal #1 KPIs / Metrics:

- ☐ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ☐ Did we reassess downtown development and tourism initiatives and who leads each?
- ☐ Did we initiate efforts to attract a post-secondary educational institution or facility to Lockhart?
- ☐ Did we completely update our development ordinances?
- ☐ Did we brainstorm development tools for SH-130 development?
- ☐ Did we bring utilities and assemble parcels along SH-130?
- ☐ Did we develop shovel-ready development sites?
- ☐ Did we market those sites to prospective investors?
- ☐ Did we develop plans for our next industrial park?
- ☐ Did we revamp the way HOT funds are structured?
- ☐ Did we develop and implement an Economic Development Strategic Plan?
- ☐ Did the Lockhart EDC revamp their website to better attract investment?

Goal 2: Quality of Life / Quality of Facilities

Strategies
1. Invest money to improve the appearance of our town (streets, parks, entry signs)
2. Conduct a Space Study of City Buildings and facilities including City Hall
3. Improve the image of City facilities as needed
4. Update, renovate, and construct City facilities as needed
5. Implement the Parks Master Plan, improving the quality of life for community
6. Conduct a citywide quality of life citizen survey

Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019 and 2020? \$ _____

\$ amount invested in parks in 2019 and 2020? \$ _____

\$ amount invested in gateway entry signs in 2019 and 2020? \$ _____

of City facilities we improved the appearance of? _____

☐ Which facilities did we improve the image of?

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

☐ How many City-owned buildings did we renovate or retrofit?

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

Goal 3: Staffing / Personnel

Strategies
1. Consider hiring additional personnel (engineer, IT, etc.)
2. Conduct a staffing study that includes evaluating efficiencies and compensations
3. Right size staffing levels city-wide based on study results
3. Consider starting salaries that compete with surrounding communities
4. Be consistent with staff development / policies / purchasing procedures
5. Implement a staff development program (be consistent)
6. Start developing / preparing current staff to take on leadership roles within the organization in the future
7. Bi-lingual staff
8. Customer service / experience excellence training

Goal #3 KPIs / Metrics:

of new positions in 2019 and 2020? _____

- ☐ Did we perform a staffing efficiency/compensation study?
- ☐ Did we right-size our salaries based on that study by the end of 2020?
- ☐ Did we develop new consistent policies and procedures regarding professional development of staff?
- ☐ Did we develop new consistent policies and procedures regarding purchasing/procurement?
- ☐ Did we create and implement a new staff development program to ensure everyone has training opportunities?
- ☐ Did we begin grooming current staff for future leadership roles?
- ☐ How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 and 2020 who are bilingual? _____

- ☐ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT / Software and Hardware

Strategies
1. Conduct a Technology Assessment that yields specific recommendations
2. Improve technology / create specific strategies to have better IT support based on Assessment results
3. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals
4. Start replacing old equipment
5. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website)
6. Carefully weigh all the pros and cons of considering bringing IT in-house
7. Upgrade the operating system
8. Streamline technology hardware, software processes within the City, based on Assessment recommendations
9. Upgrade all equipment and software and be trained on specific software to be used to maximum potential
10. Explore implementing downtown Wi-Fi

Goal #4 KPIs / Metrics:

- ☐ Did we conduct a Technology Assessment?
- ☐ Did we secure top quality technology support across all departments by the end of 2020?
- ☐ Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- ☐ Did we upgrade our servers?
- ☐ Did we upgrade our computer software, subscriptions, and licenses?
- ☐ Did we upgrade our peripherals?
- ☐ Did we upgrade our other technology equipment?
- ☐ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ☐ Did we carefully weigh all the pros and cons of keeping IT outsourced vs. bringing it in-house?
- ☐ Did we upgrade our City operating system?
- ☐ Did we streamline our City technology processes?
- ☐ Did we secure training for staff to use all new equipment properly and efficiently?
- ☐ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies
1. Provide quality public safety to all citizens of Lockhart
a) Develop a specific Retention Strategy first
b) Develop a specific Hiring Strategy
c) Long-term public safety facility planning
d) Develop an equipment replacement schedule
e) Ensure use of best practices / standards (research best practices, then implement)
f) Evaluate Accreditation opportunities

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019?

of new law enforcement officers hired in 2020?

% law enforcement officers retained?

of new firefighters hired in 2019?

of new firefighters hired in 2020?

% firefighters retained?

☐ Did we develop a long-term public safety facilities plan?

☐ Did we develop a public safety equipment replacement schedule?

☐ Did we implement that new replacement schedule?

☐ Did we research and record best practices across the country regarding public safety policy?

☐ Did we make any modifications to our public safety policies based on that research?

☐ Did we explore and evaluate Accreditation opportunities?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The participants agreed to use this document regularly throughout 2019 and 2020 to track progress and measure accomplishments.

CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,...)
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,...)
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
GONZALES-SANCHEZ	4	Public relations position work with social media/ get the word out about Lockhart
MCGREGOR	4	City Facilities: Maintenance and repairs
MENDOZA	4	

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CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material.
GONZALES-SANCHEZ	5	Free public wifi on the square
MCGREGOR	5	Parks improvements
MENDOZA	5	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WESTMORELAND	5	Continued police community committee involvement, neighborhood watch, gang awareness
WHITE	5	
CASTILLO	6	Wellness for employees

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CITY COUNCIL FY 18-19 GOALS

Category Order and Comments by City Manager

Council agreed at February 13 meeting that each Councilmember will submit at least 5 category goals in priority order to the City Manager to be considered by Council at first meeting in March, 2018

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilities	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager, Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsightly properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accomodate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development	GF	Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recruit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as Industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the sqaure.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with USD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhood Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot of additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Develop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE		
		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for change that comes from employees in such positions. All department heads/supervisors are encouraged to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of \$150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

R:\55 AM\11\ Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
JC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
JC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

B:\6 ANU\1 Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

R:\56 AMU\1\ Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Develop an oral history project to support a future "Walking Tour" app for Lockhart	General Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

8:58 AM\\Vance Files\\1A Public Works\\City Council\\Goals and Objectives\\FY 18-19\\COUNCIL COMBINED FY 18-19 Goals

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside	General Fund	CITY BLDGS
BW	3	Spruce up and clean up City properies		CITY BLDGS
BH	4	Improve City Facilities Appearance		CITY BLDGS
JC	4	City Facilities		CITY BLDGS
AGS	10	Convention Center		CONVENTION CTR
JC	2	Crime		CRIME
AGS	4	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additonal money for registration fees and course material.		CRIME
Jeff M	4	Work with Police Department to bring back drug enforcement program		CRIME
LW	8	Fund for helping utility customers in need	???	CUSTOMER SERV
BW	2	Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled	??	DOWNTOWN
LW	2	Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting		DOWNTOWN
AGS	9	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic		DOWNTOWN
LW	1	Expanding economic development department, budget, office, staff?, marketing	General fund, LEDC	ECCONOMIC DEV
AGS	3	Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.		ECCONOMIC DEV
JC	3	Economic Development		ECCONOMIC DEV
AGS	5	Subdivision development to attract more businesses to Lockhart.		ECCONOMIC DEV
JM	5	Set up meetings with developers for more retail space shopping centers along US 183		ECCONOMIC DEV

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
AGS	6	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)		ECONOMIC DEV
AGS	1	All Department Heads to Budget Salary Increases for all City Employees.		EMPLOYEES
JM	1	City Employee Raises		EMPLOYEES
JM	2	House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees		EMPLOYEES
AGS	8	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays.		EMPLOYEES
BW	1	ENFORCE ordinances that pertain to unsightly properties all over town		ENFORCEMENT
Jeff M	1	Enforce city ordinance regarding residential property		ENFORCEMENT
Jeff M	3	Continue to work on City Park improvements		PARKS
JM	3	Do inventory of City properties to idenify areas for pocket parks	LEDC funds	PARKS
LW	3	Park improvements	General fund	PARKS
BH	5	Parks Improvements	General Fund	PARKS
JC	5	Parks		PARKS
AGS	7	Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.		PARKS
LW	7	Town branch cleanup and beautification	???	PARKS
JM	4	Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks		SIDEWALKS
LW	6	sidewalk repair and expansion	general fund bond	SIDEWALKS
BH	1	IMPLEMENT SIGNAGE IN LOCKHART	General Fund (LEDC) and/or Hotel Tax	SIGNAGE
LW	4	wayfinding, branding	general fund	SIGNAGE
LW	5	Entry signs	general fund	SIGNAGE
Jeff M	6	Signage on Highway 183 and SH130 = directing people to Lockhart		SIGNAGE
BW	4	Pursue opportunity to move Senior Citizens' Center to St Paul United Church of Christ Property		SR CITIZENS CTR
JC	1	Roads	Grants or impact fees	STREETS/INFRAS
AGS	2	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods		STREETS/INFRAS
BH	2	Continue improving City Streets	Increase Transportation Fund	STREETS/INFRAS
Jeff M	5	Continue to make improvements and redoing our city streets		STREETS/INFRAS

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
1	Castillo	Infrastructure	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future.
1	Gonzales-Sanchez	Department Heads to Budget Salary Increases for city employees so that we can keep our current city employees.	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l
1	Hilburn	Improve City Cemetery with GF Expiring debt saving and/or Cemetery Tax	Cemetery Tax up to 5 cents allowed by State Law. Expiring GF debt committed to Police and Fire increased pay rates. (\$132,000)
1	Mendoza	Find ways to use activity center for multi-purpose use. (basketball, volleyball). Funding source: Different companies in town	If approved by Council staff would approach local businesses
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget \$250,000 per year for street materials
1	Westmoreland	Enforce ordinances that pertain to unsightly properties all over town. Make homeowners/residents (because some may be renters) take pride in their environment. It is an eyesore to drive around town and see overgrown properties, junked cars, and stacks of trash on porches, in yards and driveways. All levels of socio-economic residents in this town have shown evidence of being disrespectful to their environment.	City has no esthetics ordinance currently. The term "unsightly" is subjective and is difficult to prove in court.
1	White	Economic Development-expanding budget to get staff qualified to help Sandra with recruitment, working with LEDC to either build Spec building or invest in more property, Main St program to relieve Sandra of a lot of those duties	Main Street Program would require another person and funding to work with local businesses while Economic Development would conscentrate on new businesses and new jobs
2	Castillo	Economic Development	Need 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Gonzales-Sanchez	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future. Most streets that lack curbing will need to be totally reconstructed. Brighter LED lights being experimented with since costs have come down.
2	Hilburn	Implement City Signage	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
2	Mendoza	New Park equipment. Funding Source: Each Councilmember responsible for a park and finding funding sources	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
2	Michelson	Continue to improve ways to attract businesses to Lockhart	Need more 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Westmoreland	Create a policy for the residency of future admininstrative positions to live within the Lockhart city limits. If an administrator wants to be employed by the City of Lockhart, they need to reside here. Sharing in the daily lives of our citizens seems crucial to making decisions about Lockhart. They are paid by city taxes.	It is not legal to require all department heads to live in the City limits; only the City Manager is required to do so. All non-24 emergency response employees must live within 25 mintues of City Limis
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilites	Not sure what this includes; can asses all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recurit more businesses especailly retail and continue efforts ; contact existing and vacant bldg owners to see if they are willing to work with City to bring these small retail businesses, as well as industrial; possibly purchasing two downtown county buildings when on the market for possible new businesses in the downtown area. Stronger platform with LEDC with methods to sell Lockhart and attract businesses.	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment. Prime softgood companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonalbe cost per sf plus higher traffic counts.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
3	Hilburn	Continue improving city streets: Increase Transportation Fund	Current transportation monthly rate is \$ 4 for residential and others; \$260,000 annual which helps fund labor and equipment, but is not sufficient for materials. Another \$250,000 for materials is needed annually.
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about \$12,000
3	Michelson	Refurbish City Hall	If atrium removed, add more offices estimated at \$45,000 and more outside landscaping estimated at \$ 5,000; elevator going in with improvements to restrooms and offices
3	Westmoreland	Approach interested and future businesses cordially. Stringent ordinances (and the way they are approached), scare off some businesses. Let's be friendly in a positive way.	City Mgr respectfully requests names of such businesses. He has met with 18 business representatives over past 15 months that were looking at Lockhart but did not come. Except for the non-residential exterior building esthetics ordinance, none of them indicated a problem with the current ordinances or with staff. The main problems were high land prices and the lack of "ready built retail and industrial buildings", and traffic counts were not high enough. Most thought the impact fee schedules were very reasonable compared to other cities. Will continue to work toward friendlier customer service with simplified ordinances.
3	White	Park master plan to consider park bond issue, recreation dept and staff issues	Master Plan estimate: \$ 45,000, recreation dept est at least \$ 60,000 for a recreational professional with another \$30,000 for equipment and materials
4	Castillo	Employees Wages	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l Cost FY 16-17 due to Civil Serv Pay Plan Expansions already approved: \$ 132,000
4	Gonzales-Sanchez	Police Task Force: Budget extra funds to bring back a much needed Police Task Force to address any drug and gang related problems this city is being faced with especially on the East side of our city. Possibly ask the County to assist with funding.	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If there are cars parked on both sides of the streets, only one car can pass through at a time. Then it becomes a one lane street. I have witnessed a different angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking = \$ 12,000; will probably lose 4 spaces per block. 2 on each side
4	White	Branding and wayfinding—may be included in #1	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
5	Castillo	Parks	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
5	Gonzales-Sanchez	Subdivision development to attract more businesses to Lockhart	Working with 6 more subdivisions, either new or expanding, and possibly one more very large one northwest.
5	Hilburn	Improve tourism in Lockhart - City Council continue to work with and encourage Chambers of Commerce to be more involved	Council can make this directive to Chambers when dividing out HOT funds
5	Mendoza	Finding more funding for Retail Market Study. Zip code demographics with reports. Funding LEDC	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes
5	White	Sidewalks to include lighting	Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.

City of Lockhart Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																					
Hotel Tax Fund																					
2016 GO Refunding				40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
Total Hotel Tax Fund P & I			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
LEDC																					
2015 Tax & Revenue	100.00%		48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
Total LEDC Fund P & I			48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
2015 Capital Projects Fund																					
2015 Tax & Revenue																					-
Total 2015 Capital Projects Fund Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage																					
2015 Tax & Revenue			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
Total Drainage Fund P & I			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
General Fund																					
2015 Tax & Revenue																					-
Total General Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
2015 Tax & Revenue	TRNSF		186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374	4,548,778
2015 Tax & Revenue	12.00%		117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,567,990
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
Total Debt Service Fund P & I			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
Total General Government			938,587	1,157,273	1,169,731	1,164,154	1,295,686	1,305,945	1,299,241	1,304,794	1,311,046	1,309,331	1,317,529	617,619	616,651	616,940	616,069	616,979	616,594	617,881	16,953,464

Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
Proprietary																					
Electric Fund																					
2013 SIB Loan	30.81%		71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152			1,067,268
																					-
Total Electric Fund P & I		-	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,067,268
Water Fund																					
2006A Tax & Rev CO's	7.00%		20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%		486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800	10,614,362
2016 GO Refunding	21.81%		49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
2013 SIB Loan	35.80%		82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676			1,240,140
Total Water Fund P & I		-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
Sewer Fund																					
2015 Tax & Revenue	4.30%		42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643	920,197
																					-
2016 GO Refunding	3.35%		7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
																					-
2013 SIB Loan	33.39%		77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102			1,156,537
Total Sewer Fund P & I			126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
Total Proprietary Fund P & I		-	837,621	896,203	901,594	899,733	1,151,869	1,155,510	1,152,026	1,154,116	1,156,323	1,156,436	1,159,539	953,049	951,915	952,253	951,236	952,301	720,919	722,443	16,987,463
Grand Total			1,776,208	2,053,476	2,071,326	2,063,887	2,447,555	2,461,455	2,451,267	2,458,910	2,467,369	2,465,767	2,477,068	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324	33,940,927

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015	2016	2017
						FebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJan		
\$14,124,890.00		TOTAL PROJECT COST						
\$2,068,024.00	1	DRAINAGE IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Mon 3/23/15	Tue 4/21/15			
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15			
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15			
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15			
		Construction	180 days	Sat 9/19/15	Wed 3/16/16			
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Sat 4/25/15	Sun 5/24/15			
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15			
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15			
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15			
		Construction	180 days	Sat 11/21/15	Wed 5/18/16			
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project						
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15			
		Survey	45 days	Mon 8/17/15	Wed 9/30/15			
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16			
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16			
		Construction	365 days	Sat 5/28/16	Sat 5/27/17			
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project						
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15			
		Survey	7 days	Mon 11/16/15	Sun 11/22/15			
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16			
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16			
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16			
		Construction	90 days	Tue 3/22/16	Sun 6/19/16			
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT						
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16			
		Survey	15 days	Sun 1/17/16	Sun 1/31/16			
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16			
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16			
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16			

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015					2016					2017													
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
		Construction	365 days	Thu 6/30/16	Thu 6/29/17																								
\$1,355,516.00	6	SH130 WATER MAIN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001																											
		Surveying Proposal	15 days	Mon 1/18/16	Mon 2/1/16																								
		Survey	30 days	Tue 2/2/16	Wed 3/2/16																								
		Acquisition	150 days	Thu 3/3/16	Sat 7/30/16																								
		Engineering Design	120 days	Thu 3/3/16	Thu 6/30/16																								
		Bid Ad/NTP	60 days	Fri 7/1/16	Mon 8/29/16																								
		Construction	300 days	Fri 9/2/16	Wed 6/28/17																								
\$470,400.00	7	SH130 PUMP STATION PROJECT																											
		Survey	7 days	Mon 4/25/16	Sun 5/1/16																								
		Engineering Design	90 days	Mon 5/2/16	Sat 7/30/16																								
		Bid Ad/NTP	60 days	Sun 7/31/16	Wed 9/28/16																								
		Construction	270 days	Sun 10/2/16	Wed 6/28/17																								
\$859,186.00	8	SH130/TOWN BRANCH SEWER PROJECT																											
		Surveying Proposal	15 days	Fri 5/20/16	Fri 6/3/16																								
		Survey	30 days	Sat 6/4/16	Sun 7/3/16																								
		Acquisition	120 days	Mon 7/4/16	Mon 10/31/16																								
		Engineering Design	90 days	Mon 7/4/16	Sat 10/1/16																								
		Bid Ad/NTP	60 days	Sun 10/2/16	Wed 11/30/16																								
		Construction	240 days	Mon 12/5/16	Tue 8/1/17																								
\$1,891,126.00	9	WATER TRANSMISSION MAIN PROJECT - Water Plant Transmission Main, MLK to FM 20 West Transmission Main																											
		Surveying Proposal	17 days	Wed 11/16/16	Fri 12/2/16																								
		Survey	30 days	Sat 12/3/16	Sun 1/1/17																								
		Acquisition	120 days	Mon 1/2/17	Mon 5/1/17																								
		Engineering Design	90 days	Mon 1/2/17	Sat 4/1/17																								
		Bid Ad/NTP	60 days	Sun 4/2/17	Wed 5/31/17																								
		Construction	180 days	Mon 6/5/17	Fri 12/1/17																								