

PUBLIC NOTICE
AMENDED AGENDA
LOCKHART CITY COUNCIL

July 5, 2022

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

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

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

DISCUSSION ONLY

- A. Discuss City Council minutes of the June 7, 2022, June 14, 2022 and June 15, 2022 meetings. 5-20
- B. Discuss postponing until August 16, 2022, applications ZC-22-08 and PDD 22-01 by James Travis Krause on behalf of Patton 3, LLC for a **Zoning Change** from *RLD Residential Low Density District* to *PDD Planned Development District*, including a **PDD Development Plan** for *Lockhart Place Townhomes Planned Development*, on 19.798 acres in the Frances Berry Survey, Abstract No. 2, located at 903 State Park Road (FM 20). 21-29
- C. Discuss renewal of the Lockhart Youth Soccer Association (LYSA) contract, as recommended by the Parks Advisory Board. 30-39
- D. Discussion Ordinance 2022-27 ordering a General Election on November 8, 2022 for the purpose of electing One Councilmember District 1; One Councilmember District 2; and Two Councilmembers At-Large; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election. 40-48
- E. Discuss property sale agreement for 31.485 acres in Lockhart Industrial Park III with Titan Development. 49-94
- F. Discuss property sale agreement for 5.352 acres in Lockhart Industrial Park III with RCM Acquisitions, LLC. 95-125
- G. Discuss Ordinance 2022-28 establishing and regulating a truck traffic route within the City of Lockhart, Texas; prohibiting truck traffic on State Highway 142/West San Antonio Street; and providing penalties for violation thereof by a fine of not more than \$500. 126-132

- H. Discuss petition for annexation from Thomas Staub on Behalf of ROED Prop Co, LLC and discuss Resolution 2022-28, setting the date for the public hearing for the annexation of 89.775 acres out of the J.A Neill Survey, Abstract Number 20, Caldwell County, Texas, located on the east side of FM 1322 approximately 2,600 feet south of Seawillow Road. 133-140
- I. Discussion regarding matters related to COVID-19. 141-163

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 and discussion and/or action to consider Ordinance 2022-29 for a **Zoning Text Amendment** revising Chapter 64 "Zoning" of the Lockhart Code of Ordinances, Article VII "Zoning Districts and Standards", Section 64-197 "Regulations Common To All Or Several Districts", subsection (g)(2) "Additional Parking Requirements Within Residential Districts", to modify the covered-parking requirements for detached single-family dwellings; extend covered-parking standards to include duplexes, two-unit condominiums, and two-unit townhouses; and add an exemption for dwellings constructed on nonconforming lots less than 50 feet wide that were platted prior to April 15, 1990. ***Proposed to be postponed to July 19th City Council meeting.*** 164-173

5. CONSENT AGENDA

- A. Approve City Council minutes of the June 7, 2022, June 14, 2022 and June 15, 2022 meetings. 174-189

- B. Postpone until August 16, 2022, applications ZC-22-08 and PDD 22-01 by James Travis Krause on behalf of Patton 3, LLC for a **Zoning Change** from *RLD Residential Low Density District* to *PDD Planned Development District*, including a **PDD Development Plan** for *Lockhart Place Townhomes Planned Development*, on 19.798 acres in the Frances Berry Survey, Abstract No. 2, located at 903 State Park Road (FM 20). 190-198
- C. Approve renewal of the Lockhart Youth Soccer Association (LYSA) contract, as recommended by the Parks Advisory Board. 199-208

6. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider Ordinance 2022-27 ordering a General Election on November 8, 2022 for the purpose of electing One Councilmember District 1; One Councilmember District 2; and Two Councilmembers At-Large; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election. 209-217
- B. Discussion and/or action regarding a property sale agreement for 31.485 acres in Lockhart Industrial Park III with Titan Development. 218-263
- C. Discussion and/or action regarding a property sale agreement for 5.352 acres in Lockhart Industrial Park III with RCM Acquisitions, LLC. 264-294
- D. Discussion and/or action regarding Ordinance 2022-28 establishing and regulating a truck traffic route within the City of Lockhart, Texas; prohibiting truck traffic on State Highway 142/West San Antonio Street; and providing penalties for violation thereof by a fine of not more than \$500. 295-301
- E. Review of petition for annexation from Thomas Staub on Behalf of ROED Prop Co, LLC and consider possible adoption of Resolution 2022-28, setting the date for the public hearing for the annexation of 89.775 acres out of the J.A Neill Survey, Abstract Number 20, Caldwell County, Texas, located on the east side of FM 1322 approximately 2,600 feet south of Seawillow Road. 302-309
- F. Discussion regarding matters related to COVID-19. 310-332

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

- 2nd Movies in the Park on July 9: Spider-Man: No Way Home,
- Update regarding Civil Service examinations for Public Safety positions.

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 1st day of July, 2022 at 4:00 p.m..

**REGULAR MEETING
LOCKHART CITY COUNCIL**

JUNE 7, 2022

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Victoria Maranan, Public Information Officer
Pam Larison, Finance Director
Jesse Bell, Police Captain
David Fowler, Senior Planner

Monte Akers, City Attorney
Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent
Dan Gibson, City Planner

Citizens/Visitors Addressing the Council: Lyle Nelson of Capital Area Rural Transportation System; Holly Cunningham-Kaiser of Hays-Caldwell Women's Center; Noelia Buck of Combined Community Action – Senior Nutrition; Diana Coker of the Lockhart Area Senior Citizen Center; Layla Coleman of CASA of Central Texas; Jennifer Ritter of Specialized Public Finance; Alfonso Sifuentes of Central Texas Refuse; Jim Merritt of Masonwood Development; Daniel Loe of Forsite Studio; and Citizen Pete Arciniega.

Work Session 6:30 p.m.

Mayor White announced that Mayor Pro-Tem Sanchez would be arriving late to the meeting. He opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

A. PRESENTATION BY NON-PROFIT ORGANIZATIONS REQUESTING FUNDING OF AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2022-2023.

Ms. Larison stated that on April 28, 2022, non-profit organizations that offer services to the City of Lockhart residents were contacted about the upcoming Fiscal Year 2022-23 request for funding. Each organization was asked to provide the following information:

- Mission and benefit statement.
- Current financial statements.
- Uses of prior City contribution.
- Fiscal Year 2022-2023 request and how those funds are to be spent.

The following organizations provided information about their funding request.

Lyle Nelson of Capital Area Rural Transportation System (CARTS) provided information about how CARTS provides transportation services to the Lockhart community. He stated that CARTS is requesting a contribution in the amount of \$6,000.

Holly Cunningham-Kaiser of Hays-Caldwell Women's Center (HCWC) provided information about how they assist teens and women in the Lockhart community. She stated that HCWC is requesting a contribution in the amount of \$7,400.

Noelia Buck of Combined Community Action – Senior Nutrition (CCA) provided information about the meal program for senior citizens in the community. She stated that the CCA is requesting a contribution in the amount of \$8,000.

Diana Coker of the Lockhart Area Senior Citizen Center (LASCC) stated that the LASCC is a place where senior citizens can gather and continue to stay active and sociable. The LASCC also provides low cost lunch to the community five days a week. She stated that LASCC is requesting a contribution in the amount of \$4,332.

Layla Coleman of CASA of Central Texas provided information about how CASA assists children in the community. She stated that CASA is requesting a contribution in the amount of \$12,000.

Mayor White requested that the organizations that were unable to attend tonight's meeting are invited to attend the June 14, 2022 budget workshop to make their presentation.

B. DISCUSS ORDINANCE NO. 2022-21 AUTHORIZING THE ISSUANCE OF CITY OF LOCKHART, TEXAS LIMITED TAX NOTE, SERIES 2022; APPROVAL OF AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Ms. Larison stated that on May 17, 2022, the City Council directed staff to work with the City's Financial Advisor, Jennifer Ritter from Specialized Public Finance, Inc. (SPFI) and the City's Bond Counsel, Bart Fowler from McCall Parkhurst & Horton to secure funding for several capital projects for Fiscal Year 2022-2023.

The capital projects that were approved by the City Council on May 17, 2022 are as follows:

1. Extend the city's wastewater line down FM 1322 south of Blackjack St. up to 12,000' and add a sustainable lift station to support new development - \$1,300,000.
2. Complete architectural and engineering design work on City Line Rd. and Clearfork St. - \$750,000.
3. Provide additional funds for sidewalk restoration - \$350,000.
4. Purchase a new high ranger bucket truck for Electric department - \$400,000.
5. Purchase a new ladder truck for the Fire department - \$1,200,000.

The following is a schedule of events pertaining to the issuance of the tax notes:

- May 19, 2022, Ms. Ritter distributed the term sheet and financial information to potential bank bidders.
- Monday, June 6, 2022, Specialized Public Finance will receive and verify bids.
- June 7, 2022 - Ordinance 2022-21 will award the winning bidder of Series 2022 Tax Notes, approve the official statement and paying agent/registrar agreement, and levy an ad valorem tax to pay the note.
- June 30, 2022, the closing of Series 2022 Tax Notes will be funded, delivered, and proceeds distributed in accordance with Closing Instructions.

Jennifer Ritter of Specialized Public Finance provided information regarding the bids received and explained the upcoming process. There was discussion.

C. DISCUSS CITY COUNCIL MINUTES OF THE MAY 17, 2022 MEETING.

Mayor White requested corrections to the minutes. There were none.

J. DISCUSS RESOLUTION 2022-26 APPROVING THE PURCHASE OF BODY-WORN CAMERAS FOR THE LOCKHART POLICE DEPARTMENT USING GOVERNOR GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY.

Captain Bell stated that the City Council approved Resolution No. 2021-20, approving the submission of an application for a grant from the Texas Governor's grant program for the purchase of body-worn cameras. The approval included a 25% fund match and a budgetary amendment. The grant was awarded to the City of Lockhart and the funds are now available for use and the body-worn cameras are available from Motorola Solutions, Inc., which is an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative. The purchase of body-worn cameras, as described in the agenda packet for November 16, 2021, is hereby authorized, using grant funds and matching funds for a total of \$85,260. The resolution authorizes the City Manager to execute the necessary documents to acquire the body-worn cameras from Motorola Solutions, Inc. Captain Bell recommended approval.

L. DISCUSS RESOLUTION 2022-25 AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT (AFA) WITH TXDOT FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM FOR THE NORTH BLANCO STREET BRIDGE OVER TOWN BRANCH CREEK.

Mr. Kelley stated that during a routine inspection by Texas Department of Transportation (TxDOT) in December 2019, the North Blanco Street Bridge was found to have scouring, settling, and cracks that would require action. The city worked with TxDOT to create an Action Plan that included frequent routine inspections to monitor the bridge, along with TxDOT's biannual inspections. Staff has been working with TxDOT to fund the full replacement of the North Blanco Street Bridge using their Highway Bridge Replacement and Rehabilitation Program (HBRRP). Resolution 2022-25 authorizes the City Manager to enter into an Advance Funding Agreement (AFA) with TxDOT. The AFA will require the City to match 0.5% of the total estimated cost and the remaining 99.5% to be federally funded using the Highway Bridge Replacement and Rehabilitation Program (HBRRP). Once the Resolution is approved, TxDOT will be scheduling the bridge design and replacement for FY 2026. TxDOT inspected the bridge this spring and rated the condition the same. However, the inspector made the recommendation to have the bridge require a load posting of 24,000lbs per tandem axle to prolong the integrity of the bridge until the full replacement takes place. Mr. Kelley recommended approval. There was discussion.

C. DISCUSS BID FROM COUNTYWIDE BUILDERS IN THE AMOUNT OF \$93,750.00 TO CONSTRUCT AN EXTERIOR 1,800 SQUARE FOOT BUILDING TO THE ADJOINING BUILDING AT 214 BUFKIN LANE, LOCKHART, TEXAS, AND APPOINTING THE CITY MANAGER TO SIGN ALL CONTRACTUAL DOCUMENTS.

Mr. Leos stated that an expansion of physical building storage space at the City of Lockhart Electric Distribution Department was approved in the FY 2021-2022 budget. The expansion is necessary to ensure adequate storage space, protected from the weather, for both City equipment and electric distribution supply material. This protected storage space reduces costly damage caused by storms and the sun. The storage space better positions the city to meet the power needs of our growing community. To complete this project, bids were sought in compliance with State Law to construct an exterior 1,800 square foot

metal building to the adjoining building at 214 Bufkin Lane, Lockhart, Texas. One bid was received from Countywide Builders in the amount of \$93,750. Countywide has successfully completed other construction projects for the City. Mr. Leos recommended approval.

RECESS: Mayor White announced that the Council would recess for a break at 7:25 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor Pro-Tem Sanchez gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Alfonso Sifuentes of Central Texas Refuse stated that the service route change will begin soon and all citizens that will be affected have been notified. He requested a letter of support from the City of Lockhart of the 130 Environmental Park's application to the Texas Commission on Environmental Quality to extend their service days to include Saturday's.

ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATIONS ZC-22-11 AND PD-22-02 BY JIM MEREDITH ON BEHALF OF MASONWOOD DEVELOPMENT CORPORATION, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-22 FOR A ZONING CHANGE FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING A REVISED PDD DEVELOPMENT PLAN FOR KELLY VILLAS PLANNED DEVELOPMENT, ON 16.31 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1712 WEST SAN ANTONIO STREET (SH 142).

Mayor White opened the public hearing at 7:42 p.m.

Mr. Fowler stated that this item represents the revision of the PDD Plan for Kelley Villas, a 160-unit duplex condominium development located at 1712 West San Antonio Street. The original version of the PDD was approved on December 14, 2021. The PDD was revised in order to meet Texas Department of Transportation's (TxDOT) requirement that the entrance drive be relocated from its location of the approved PDD plan. Otherwise, the application is similar to the originally approved layout. The Planning and Zoning Commission recommended approval of both the zoning change request and the revised PDD plan by a vote of 5-1 at its May 25, 2022 meeting. No opposition has been expressed to this item. Mr. Fowler stated that staff recommends approval. There was discussion.

Mayor White requested the applicant to address the Council.

Jim Merritt, of Masonwood Development provided information about the construction timeline.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:48 p.m.

Councilmember McGregor made a motion to approve Ordinance 2022-22, as presented. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-22-16 BY DANIEL LOE, OWNER OF 203 NORTH COMMERCE STREET, AND A REQUEST BY DANIEL LOE ON BEHALF OF MIREYA VERA, EDGAR LLAMAS, GIOVANNA LLAMAS, ROBERT AND MARIA REYNA, OWNERS OF 115, 117, AND 119 EAST WALNUT STREET, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-23 FOR A ZONING CHANGE FROM CMB COMMERCIAL MEDIUM BUSINESS DISTRICT TO CCB COMMERCIAL CENTRAL BUSINESS DISTRICT ON A TOTAL OF 0.246 ACRE CONSISTING OF PART OF LOTS 5 AND 6, BLOCK 27, ORIGINAL TOWN OF LOCKHART.

Mayor White opened the public hearing at 7:50 p.m.

Mr. Fowler stated that this is a request to change the zoning for two commercial buildings and one related lot at the northwest corner of North Commerce and East Market Streets from Commercial Medium Business District to Commercial Central Business District. The subject parcels include one vacant building facing Commerce Street that the owner wishes to remodel and expand, and two restaurants facing Walnut Street. In both cases, the buildings are constructed to the front and side lot lines (no building setback), and have very little off-street parking. This configuration creates nonconformities with the standards of the existing CMB zoning of the parcels that would be resolved by rezoning to the CCB classification. No opposition has been expressed to this item. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested the applicant to address the Council.

Daniel Loe, of Forsite Studio, applicant, requested approval of the zoning change.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 7:55 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-23, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-22 REGARDING AMENDMENT OF SECTION 50-3 OF CHAPTER 50 OF THE LOCKHART CODE OF ORDINANCES TO ESTABLISH MAINTENANCE RESPONSIBILITIES FOR PUBLIC SIDEWALKS AND COST SHARING PROGRAMS FOR SIDEWALK RECONSTRUCTION OR REPAIRS.

Mr. Kelley stated that staff has received increasing inquiries about sidewalk replacement and maintenance. Unfortunately, current policies and ordinances lack the provisions to perform, delegate, and facilitate these requests. With the growing demand of the community, City Council has also been approached with requests to improve deteriorating sidewalks. State law, Transportation Code Sec. 311.004, gives Home-Rule Municipalities authority to: 1) construct a sidewalk; 2) provide for the improvement of a sidewalk

construction of a curb under ordinance enforced by a penal provision; and 3) declare a defective sidewalk to be a public nuisance. The Lockhart Home Rule Charter, Sec. 3.07(o), provides that the City Council may exercise exclusive dominion, control and jurisdiction, including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended. This provision authorizes City Council to create, amend and approve policy that encompasses public sidewalks. These few sidewalk references in the Code of Ordinances are unspecific and lack the details needed for a sidewalk program. There was discussion regarding the city's current ordinances pertaining to sidewalks.

The proposed ordinance amendment to Section 50-3 of the Lockhart Code of Ordinances clarifies:

1. Sidewalk maintenance responsibility.
2. Establishes a procedure to identify eligible sidewalk projects.
3. Creates a cost sharing program.

During the City Council Meeting held on May 17, 2022, Council designated projects that included deficient sidewalks for funding and directed staff to begin the process of funding with the City's Financial Advisor and the City's Bond Counsel by way of a tax note. Up to \$300,000 of the assumed tax note could be used to participate in a potential cost-sharing program or could be used to fund deficient sidewalks that are in the most critical need of repair.

There was discussion regarding the following:

- The ability to implement the cost sharing program regardless of whether the homeowner's property line does or does not include the right-of-way.
- The city's subdivision standards require sidewalks in new subdivision developments. Currently, in new development, the developer is responsible for sidewalk repairs/maintenance for the first two years.
- Possibly repairing all sidewalks prior to implementing the cost share program. Approximately \$353,000.
- Residential property owners would be participants in the cost share program.
- The possible method of working with residential property owners that are unable to pay for sidewalk repairs/replacement, such as a payment plan.
- The city's liability exists with injuries due to an unsafe sidewalk.

There was no action. The Council will continue discussion during the upcoming budget workshop.

ITEM 5. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5A-5G. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- A: Award bid to Countywide Builders in the amount of \$93,750.00 to construct an exterior 1,800 square foot building to the adjoining building at 214 Bufkin Lane, Lockhart, Texas, and appointing the City Manager to sign all contractual documents.
- B: Approve City Council minutes of the May 17, 2022 meeting.

- C: Postpone until July 5, 2022 applications ZC-22-08 and PDD-22-01 by James Travis Krause on behalf of Patton 3, LLC, for a Zoning Change from *RLD Residential Low Density District* to *PDD Planned Development District*, including a PDD Development Plan for *Lockhart Place Townhomes Planned Development*, on 19.798 acres in the Frances Berry Survey, Abstract No. 2, located at 903 State Park Road (FM 20).
- D: Postpone until July 19, 2022, application ZC-22-12 by Jim Meredith on behalf of Robert A. Schmidt for a Zoning Change from *CHB Commercial Heavy Business District* to *RHD Residential High Density District* on 14.57 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 101 East China Street. *Tabled 4-19-22.*
- E: Postpone until July 19, 2022, application ZC-22-06 by Curtis Thigpen of Paravel Capital for a Zoning Change from *RMD Residential Medium Density District* to *RHD Residential High Density District* on 19.906 acres in the Cornelius Crenshaw Survey, Abstract No. 68, located at 1900 North Cesar Chavez Parkway Northbound (SH 130). *Tabled 3-15-22*
- F: Postpone until July 19, 2022, application ZC-22-09 by Chris Bancroft on behalf of Alma Ewald for a Zoning Change from 23.064 acres *AO Agricultural--Open Space District* to 18.535 acres *RHD Residential High Density District* and 4.529 acres *CMB Commercial Medium Business District* in the Byrd Lockhart League, Abstract No. 17, located at 1650 North Colorado Street (US 183). *Tabled 4-5-22*
- G: Postpone until July 19, 2022, application ZC-22-10 by Chris Bancroft on behalf of Ernest Ewald, Jr., for a Zoning Change from 15.906 acres *AO Agricultural--Open Space District* to 12.262 acres *RHD Residential High Density District* and 3.644 acres *CMB Commercial Medium Business District* in the Byrd Lockhart League, Abstract No. 17, located at 1724 North Colorado Street (US 183). *Tabled 4-5-22*

ITEM 6-A. PRESENTATION BY NON-PROFIT ORGANIZATIONS REQUESTING FUNDING AND CONSIDER ALLOCATIONS OF AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2022-2023.

Mayor White announced that there was no action. Consideration of allocations will be considered at a future council meeting.

ITEM 6-B. CONSIDERATION AND ACTION WITH RESPECT TO ORDINANCE NO. 2022-21 AUTHORIZING THE ISSUANCE OF CITY OF LOCKHART, TEXAS LIMITED TAX NOTE, SERIES 2022; APPROVAL OF AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Councilmember McGregor made a motion to approve Ordinance 2022-21, as presented. Councilmember Bryant seconded. The motion passed by a vote of 5-0-1, with Councilmember Michelson abstaining.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2022-26 APPROVING THE PURCHASE OF BODY-WORN CAMERAS FOR THE LOCKHART POLICE DEPARTMENT USING GOVERNOR GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY.

Councilmember Michelson made a motion to approve Resolution 2022-26, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2022-25 AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT (AFA) WITH TXDOT FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM FOR THE NORTH BLANCO STREET BRIDGE OVER TOWN BRANCH CREEK.

Councilmember McGregor made a motion to approve Resolution 2022-25, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-F. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no action.

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

- Central Texas Refuse trash service change goes into effect the week of June 13th.
- June 18th - Movie in the Park, *Encanto*.
- City pool and Splash pad will be closed June 6-13 during Chisholm Trail Roundup events.
- Free swim day on June 18th in observance of the Juneteenth weekend.
- Caldwell County COVID-19 Community Level: Medium.
- Summer Teen Center Recreation Program starts June 6.
- New ambulance status.

Mayor White requested Pete Arciniega to address the Council.

Pete Arciniega spoke against the PRIDE week events.

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

Councilmember Mendoza thanked the Carver School for their meeting. He expressed prayers for the community of the City of Uvalde.

Mayor Pro-Tem Sanchez expressed condolences to the families of Mary Ann Zimmerhanel, Gail Rose Coers, and Bertie Mae Daley for their loss. She congratulated the following successful events: Courthouse Nights, High School and College graduates, Running with the Bulls, and to the Lockhart Chamber of Commerce for a successful Chisholm Trail Roundup.

Councilmember McGregor shared information about the upcoming Courthouse Nights. She congratulated PRIDE Lockhart for their one year anniversary.

Councilmember Bryant thanked Pete Arciniega for his dedication to the community. He announced a few Juneteenth events next weekend. Happy Father's Day to all. He stated that June is children's awareness month.

Councilmember Michelson encouraged everyone to be safe in the heat during the upcoming Chisholm Trail Roundup.

Mayor White also encouraged everyone to be safe during the upcoming Chisholm Trail Roundup. He announced several Juneteenth events. Happy Father's Day.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 9:00 p.m.

PASSED and APPROVED this the 5th day of July 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**LOCKHART CITY COUNCIL
SPECIAL MEETING
BUDGET WORKSHOP**

JUNE 14, 2022

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Brad Westmoreland

Mayor Lew White

Councilmember Derrick David Bryant
Councilmember Jeffry Michelson

Council absent:

Councilmember Kara McGregor

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Julie Bowermon, Civil Service/HR Director
Pam Larison, Finance Director
Travis Hughes, Parks Director
Ernest Pedraza, Police Chief
Randy Jenkins, Fire Chief

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Dan Gibson, City Planner
Sean Kelly, Public Works Director
Bertha Martinez, Library director
Jesse Bell, Police Captain

Citizens/Visitors Addressing the Council: Carla Merritt of Cenikor and Meredith Jakovich of Caldwell County Christian Ministries.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 6:30 p.m.

**ITEM 2-B. PRESENTATION BY NON-PROFIT ORGANIZATIONS REQUESTING FUNDING
OF AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR
2022-2023.**

Mayor White requested the following non-profit organizations to make a presentation:

Carla Merritt of Cenikor provided information about how Cenikor assists the youth with drug prevention and recovery programs. Ms. Merritt stated that Cenikor is requesting a contribution in the amount of \$2,000.

Meredith Jakovich of Caldwell County Christian Ministries (CCCM) provided information about how they provide food to needy families in the community. She stated that CCCM is requesting a contribution in the amount of \$10,000.

There was discussion regarding the funds available to distribute to the non-profit organizations.

**ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED
FISCAL YEAR 2022-2023 BUDGET.**

Ms. Larison provided information and there was discussion regarding the following Fiscal Year 2022-2023 budget topics:

- General Fund summary.
- Significant increases or decreases in revenues for 2022-2023.
 - **TAXES**
 - Property taxes – decrease of \$106,265 from prior year revenues due to the 0.0049 transfer to the I&S rate for 2023 for the 2022 Tax Note payments.
 - Sales taxes – increase of \$242,050, which is a 12% increase to the current fiscal year's revenues.
 - Franchise taxes – increase of \$40,000, which is also a 12% to current revenues.
 - Mixed Beverage tax – significant increase of 50% - \$8,000.
- Revenues for 2022-2023.
 - **LICENSES & PERMITS**
 - Engineering Plan Reviews – increase of \$40,000
 - Zoning Permits – increase of \$12,000
 - Food & Beverage Permits – increase of \$7,500
 - No significant increases in the following permits:
 - Building, plumbing, electrical.
 - **INTERGOVERNMENTAL REVENUES**
 - Intergovernmental revenues includes revenues received from Lockhart ISD, Caldwell County, and State and Local grants.
 - No changes to revenues.
 - **FINES & FEES**
 - Minimal increases in revenues (\$25,500).
 - **INTEREST**
 - Possibility of doubling or tripling in FY 2023 but budgeted conservatively (no change).
 - **MISCELLANEOUS REVENUES**
 - Includes sale of assets, land, donations, and miscellaneous revenues.
 - No significant changes, slightly lower projections - decreased \$6,200.
 - **TRANSFERS**
 - Utility to General Fund transfers are below 25% threshold per Financial Management Policy (\$3,663,731).
 - Major transfers for capital projects and assets are from American Rescue Plan Act (ARPA) and the 2022 Tax Note (\$3,200,000).
- Wages, compensation and health insurance.
- General Fund capital.

BUDGETED CAPITAL ITEMS FOR FISCAL YEAR 2022-23

COMMUNITY FACILITIES		<u>FUNDING SOURCES</u>
100-5211-911-00 CONSTRUCTION/PROJECT IMPROVEMENT		
(asbestos assessment @ old hospital building)	\$50,000.00	FY 22-23 BUDGET (GF)
POLICE DEPARTMENT		
100-5317-906-00 MOTOR VEHICLES		
(2 new vehicles)	\$85,000.00	FY 22-23 BUDGET (GF)
FIRE DEPARTMENT		
100-5318-903-00 MOTOR VEHICLES		
(ladder truck)	\$1,200,000.00	SERIES 2022 TAX NOTE
PARKS & RECREATION		
100-5422-912-00 MACHINERY & EQUIPMENT		
(Scag Mower)	\$15,500.00	FY 22-23 BUDGET
100-5422-999-00 OTHER CAPITAL OUTLAY		
(City Park paving)	\$87,000.00	ARPA
(Splash pad at Maple St. Park)	\$250,000.00	ARPA
(Modular restroom at Maple St. Park)	\$100,000.00	ARPA
STREETS & ROW		
100-5633-903-00 ARCHITECTURAL & ENGINEERING DESIGN		
(City Line Rd. & Clearfork St.)	\$750,000.00	SERIES 2022 TAX NOTE
100-5633-912-00 MACHINERY & EQUIPMENT		
(Backhoe & Trailer)	\$122,581.00	ARPA
100-5633-911-00 CONSTRUCTION/PROJECT IMPROV.		
(Olive St., N. Medina, S. Medina, Center St., Hickory St., and Bois D'Arc)	\$605,038.00	FY 22-23 BUDGET (GF)
100-5633-935-00 SIDEWALKS	\$350,000.00	SERIES 2022 TAX NOTE
GENERAL FUND TOTAL		\$3,615,119.00

- Increase in fuel expenses.
- General Fund proposed increases:
 - Mayor/Council
 - Increase \$20,000 - November election expenses
 - Tax Appraisal Dist.
 - Increase in CCAD budget - \$33,930 (wage increases)
 - City Manager
 - Increase in salaries for Assistant City Manager with benefits - \$152,500
 - Increase in salaries for Administrative Assistant to City Manager's Department with benefits - \$39,000
 - New Office lease - \$100,000
 - Animal Control
 - New annual contract veterinary services - \$10,000
 - Increase in education/training - \$2,000
 - Municipal Court
 - New security cameras - \$6,000
 - Police Department
 - Increase in computer software - \$52,300
 - Increase in uniforms & apparel - \$19,000
 - Increase in motor vehicle maintenance - \$7,000
 - Increase in certifications - \$5,000
 - Fire Department
 - Increase in Contracts/Services - \$7,775
 - New industrial dryer - \$5,500.

- Library
Tech Room internet fees (moved from community facilities budget) - \$13,700
- Parks
New soccer field materials - \$5,000
Moved from Council budget - Movies in the Park & July 4th Fireworks - \$18,600
- Planning & Development
Increase in architectural & engineering (building and developmental reviews) - \$50,000
New Comprehensive Plan - \$100,000 (FY 24-25 - \$100,000)
- Building Inspections
Increase in inspections - contracting services - \$100,000
- Cemetery
Increase in mowing contract - \$18,500
- Street Department
Increase in maintenance & repairs to streets and drainage - \$40,000

ITEM 2-C. CONTINUE DISCUSSION REGARDING AMENDMENT TO SECTION 50-3 OF CHAPTER 50 OF THE LOCKHART CODE OF ORDINANCES TO ESTABLISH MAINTENANCE RESPONSIBILITIES FOR PUBLIC SIDEWALKS AND COST SHARING PROGRAMS FOR SIDEWALK RECONSTRUCTION OR REPAIRS.

Mayor White announced that discussion regarding the sidewalk ordinance would be held during the June 15, 2022 budget workshop/special meeting.

ITEM 3. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 7:30 p.m.

PASSED and APPROVED this the 5th day of July, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**LOCKHART CITY COUNCIL
SPECIAL MEETING
BUDGET WORKSHOP**

JUNE 15, 2022

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Brad Westmoreland

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Jeffry Michelson

Council absent:

Councilmember Kara McGregor

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Pam Larison, Finance Director
Bob Leos, Electric Superintendent

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Sean Kelly, Public Works Director
Mike Kamerlander, Economic Dev. Director

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 6:30 p.m.

**ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED
FISCAL YEAR 2022-2023 BUDGET.**

Ms. Larison provided information and there was discussion regarding the following Fiscal Year 2022-2023 budget topics:

- Utility revenue increases in Fiscal Year 2022-2023:
 - Electric
 - 2022 Tax Note for Capital Assets - \$350,000
 - Electric System Upgrade for capital projects - \$500,000
 - Increase in sales due to growth (3.5%) - \$237,000
 - Water
 - 2nd of 3-year phase in rate plan - \$243,000
 - Wastewater
 - 2nd of 3-year phase in rate plan - \$352,709
 - Solid Waste
 - Increase in rates due to Central Texas Refuse 5% - \$93,035
- Electric and water fund summary.
- Water rates. On September 21, 2021, Council approved a 3-year phase-in water rate plan, this increase is for year 2.

- Wastewater fund summary and wastewater rates. On September 21, 2021, Council approved a 3-year phase-in water rate plan, this increase is for year 2.
- Solid waste fund summary and rates.
- Utility fund capital.

BUDGETED CAPITAL ITEMS FOR FISCAL YEAR 2022-23			
ELECTRIC DISTRIBUTION			
500-5745-911-00 CONSTRUCTION/PROJECT IMPROV.			
LCRA SYSTEM STUDY - Project #16; LK30	\$500,000.00		Electric Upgrade Fund
(8 city blocks west of Hwy 183, south of courthouse)			
500-5745-906-00 MOTOR VEHICLES			
(Hi-Ranger Bucket truck)	\$350,000.00		SERIES 2022 TAX NOTE
ELECTRIC FUND TOTAL		\$850,000.00	
WATER DISTRIBUTION			
520-5750-910-00 BUILDINGS & STRUCTURES			
(Fencing & Security)	\$100,000.00		FY 22-23 BUDGET
WATER FUND TOTAL		\$100,000.00	
WASTEWATER			
540-5760-911-00 CONSTRUCTION/PROJECT IMPROV.			SERIES 2022 TAX NOTE
(12,000' line and lift station - 1322)	\$1,300,000.00		
AIRPORT FUND TOTAL		\$1,300,000.00	
AIRPORT DEPT			
580-5780-911-00 CONSTRUCTION/PROJECT IMPROV.			
(GRANT MATCH FOR IMPROVEMENTS)	\$50,000.00		FY 22-23 BUDGET
AIRPORT FUND TOTAL		\$50,000.00	

- Utility funds significant expenditure increases:
 - Electric Department
 - Billing
 - Computer software - \$33,000
 - Sensus contract (meter read) - \$59,000
 - Credit card fees - \$35,000
 - Distribution
 - Tree trimming contract - \$130,000
 - Transformers & service lines - \$25,000
 - Capital
 - Water Department – capital only
 - Wastewater Department – capital only
 - Solid Waste Department
 - CTR contract increase of 5% (effective June 1, 2022)
 - EMS
 - Ascension contract increase - \$120,000 (estimate)
 - Defibrillators - \$95,000
- EMS fund summary.
- Airport fund summary.
- Lockhart Economic Development Corporation budget summary.
- Future budget meetings and budget tasks.

Mayor White stated that discussion regarding sidewalks was listed on the June 14, 2022 Council agenda yet the item was postponed for discussion during tonight's meeting.

There was discussion regarding the following:

- \$350,000 dedicated to repair sidewalks before implementation of a sidewalk cost share policy.
- Propose a 50/50 cost sharing program.
- Follow up with Homeowner Associations to see if the HOA fee includes sidewalk repairs.
- Discussion regarding a fine between \$100-\$500 for violating the cost share program.
- Potential grants for sidewalk repairs.
- Determine status of sidewalk repairs along collector streets and highways.

ITEM 3. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:09 p.m.

PASSED and APPROVED this the 5th day of July 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

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

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This item is the continued postponement of Zoning Change ZC-22-08 and Planned Development District Plan PDD-22-01. The proposed development is a townhouse subdivision with the units located on individual lots. The plan as proposed had 246 residences, mostly on 20' x 90' lots, with a combination of 2 and 3-story units. The proposed PDD plan was considered at the June 22, 2022 Planning and Zoning Commission meeting. After deliberation, the commission voted 4-1 to approve the zoning change and the PDD plan on the condition that the development's density is reduced from approximately 12.5 units per acre to a maximum of 10 units per acre, and that all of the planning staff's technical comments were addressed in the revised PDD plan. Because of the PDD plan being subject to the statutory 30-day time limit, with one possible extension, it has been withdrawn so the plan can be revised to meet the Planning and Zoning Commission's recommendation without expiring. As such, staff recommends the postponement of the zoning change and PDD plan until the August 16, 2022 City Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Postponed to July 5, 2022, at the June 7, 2022 City Council

City of Lockhart, Texas

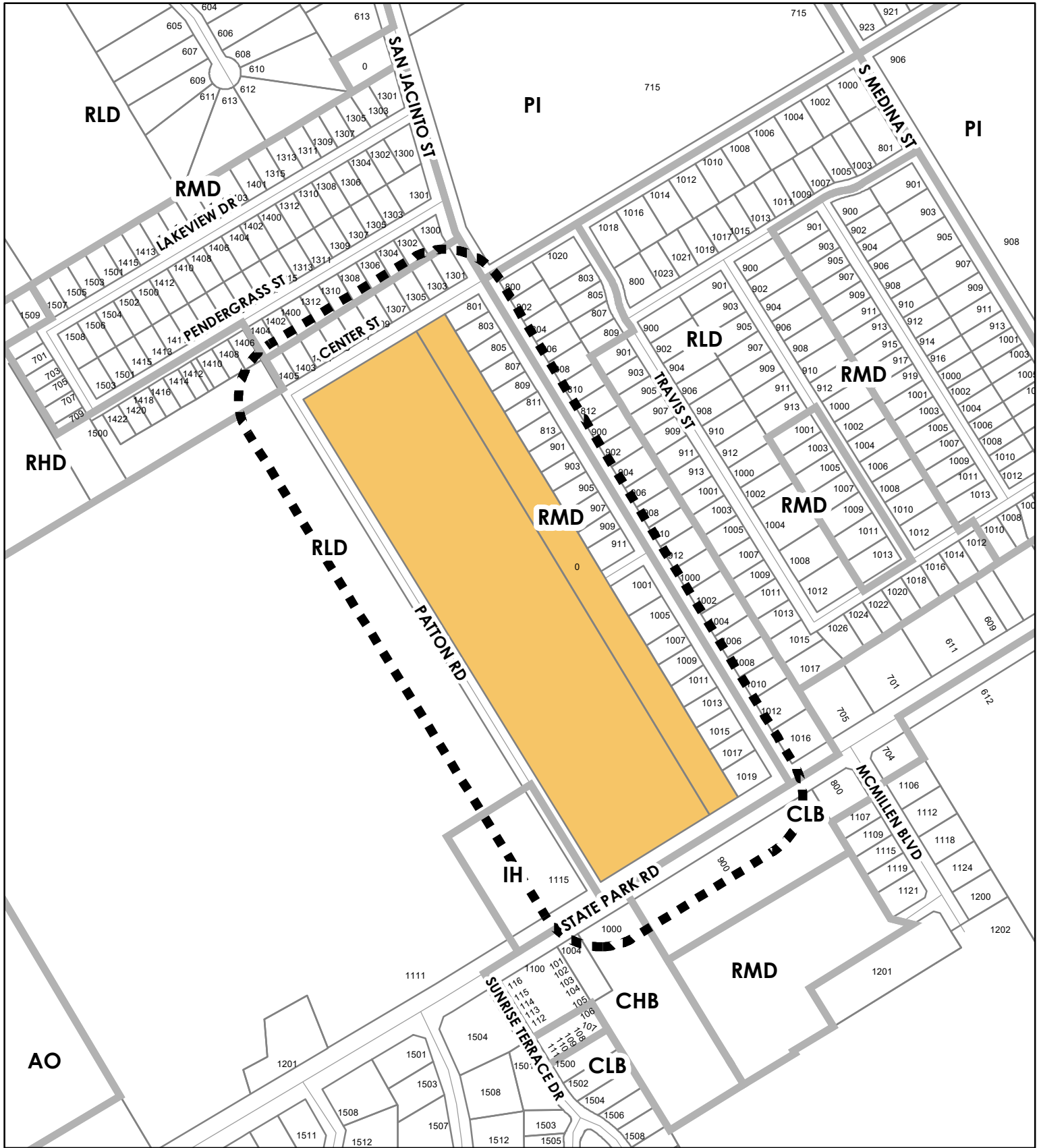
Council Agenda Item Cover Sheet

meeting.

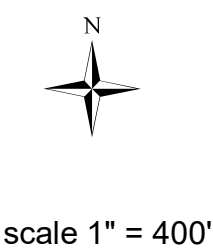
COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval at its June 22, 2022 meeting, with the conditions that the development's density is reduced to 10 units per acre and that all staff technical comments are addressed.

STAFF RECOMMENDATION/REQUESTED MOTION: Postpone Zoning Change ZC-22-08 and PDD Plan PDD-22-01 until August 16, 2022.

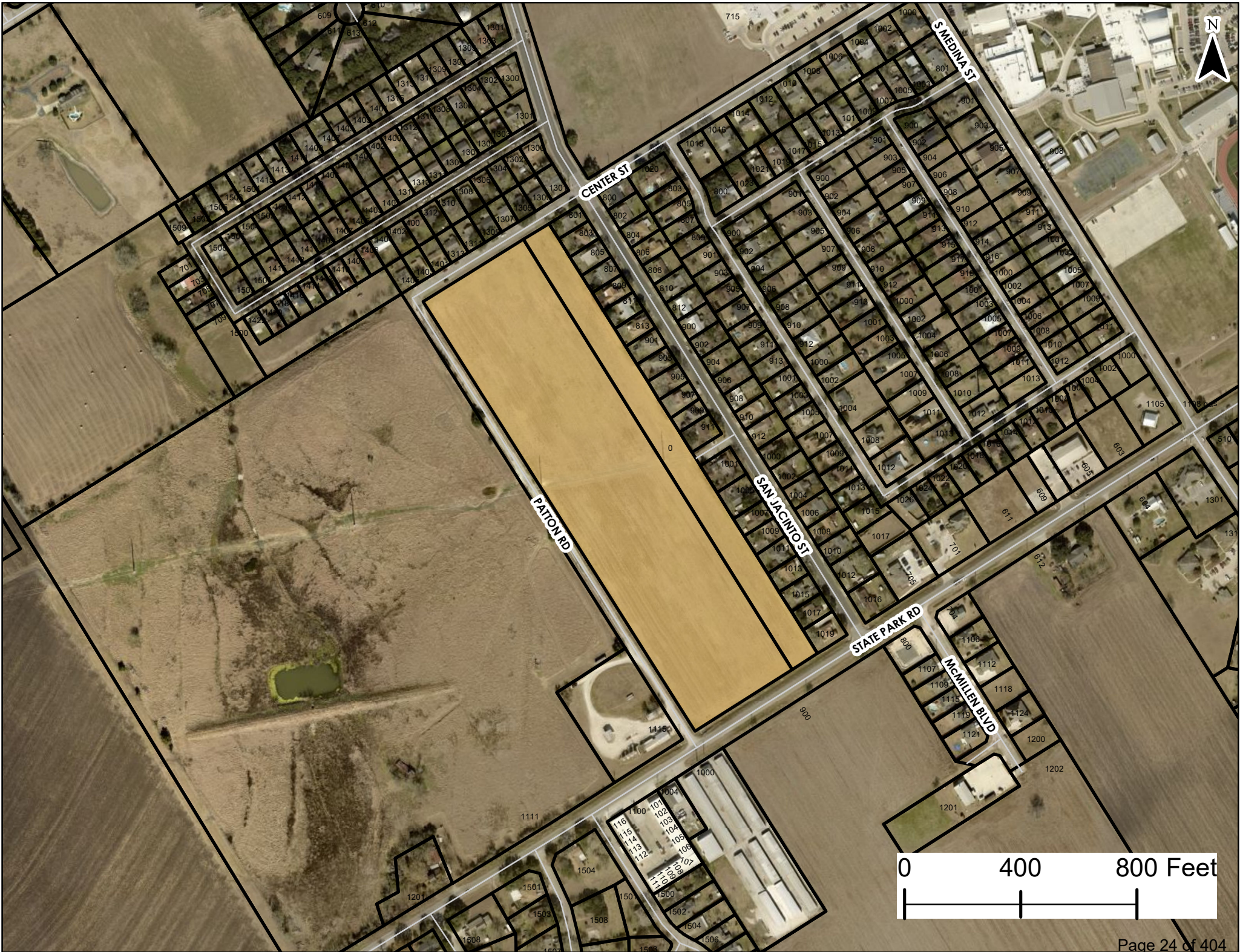
LIST OF SUPPORTING DOCUMENTS: ZC2208 case map, ZC2208 aerial, ZC2208 zoning, ZC2208 future landuse, 06-30-22 postpone ZC-22-08 memo to council, ZC2208 application--updated 7-1-22

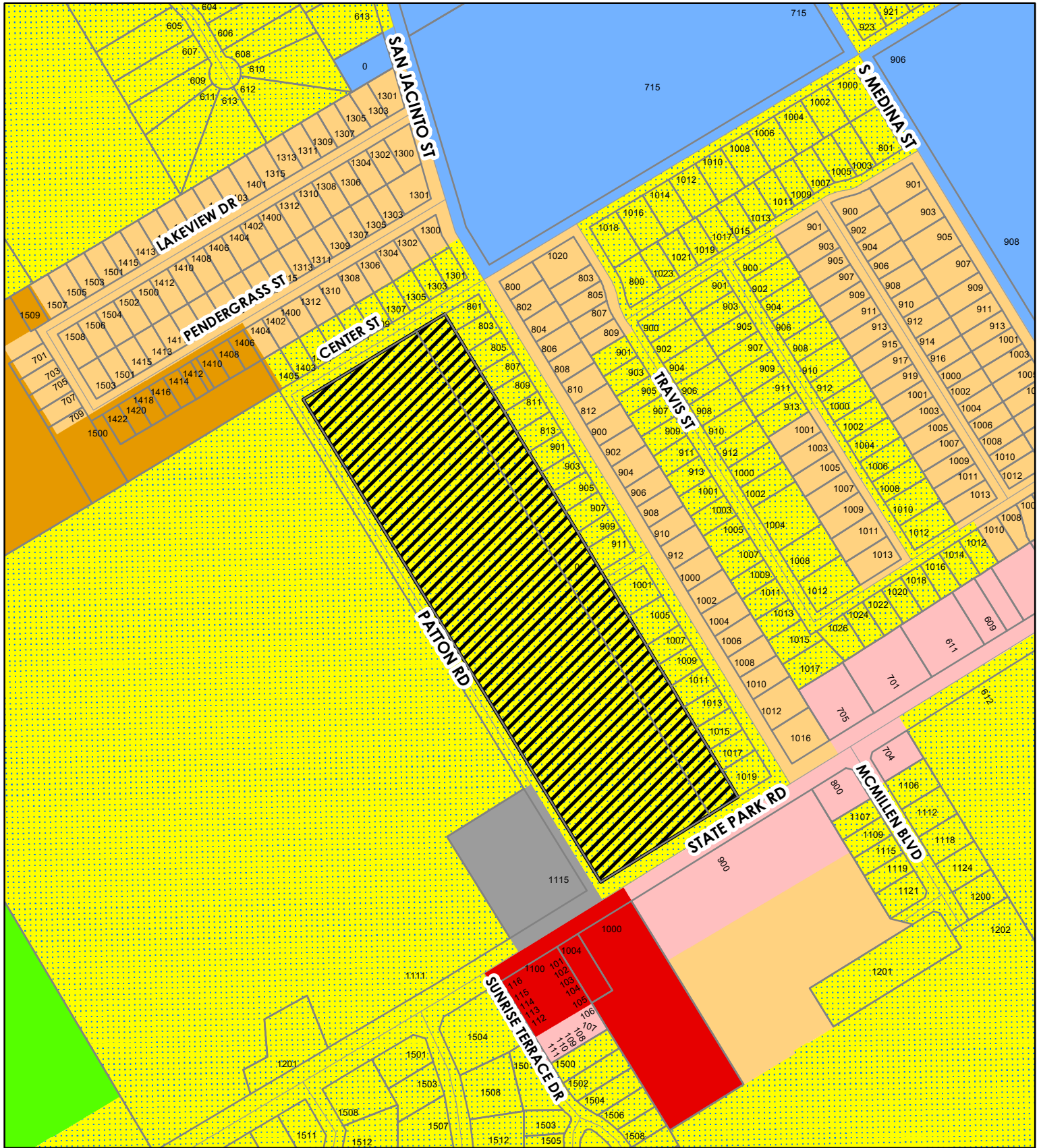


ZC-22-08 & PDD-22-01
 LOCKHART PLACE TOWNHOMES
 RLD TO PDD
 903 STATE PARK RD

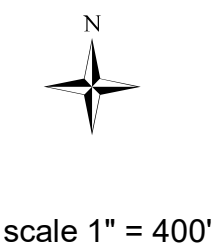


- SUBJECT PROPERTY
- ZONING BOUNDARY
- 200 FT BUFFER

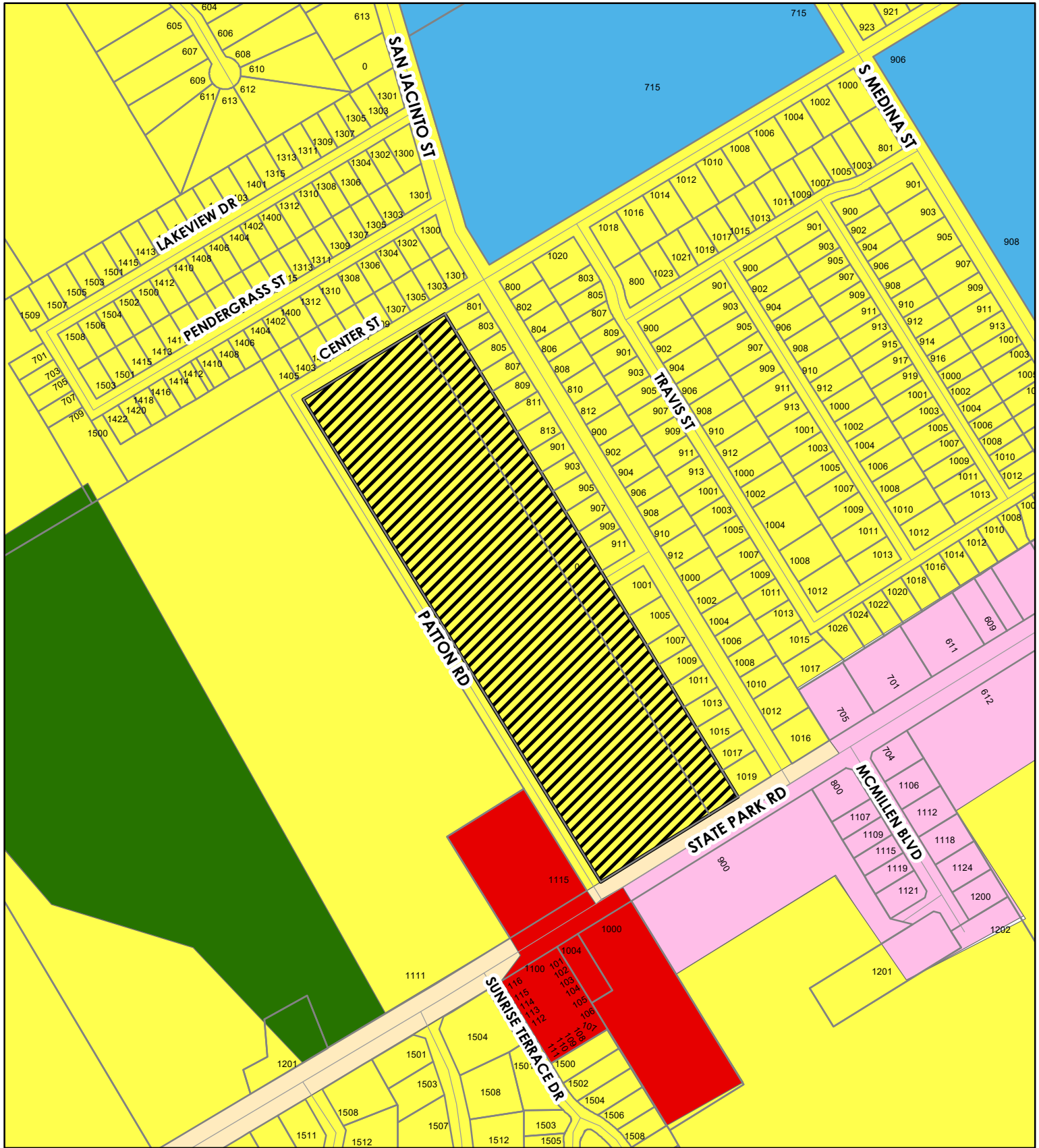




ZC-22-08 & PDD-22-01
 LOCKHART PLACE TOWNHOMES
 RLD TO PDD
 903 STATE PARK RD



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



FUTURE LANDUSE

RLD TO PDD

903 STATE PARK RD



scale 1" = 400'

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

TO: City Council

FROM: David Fowler, Senior Planner

SUBJECT: Postpone ZC-22-08 and PDD 22-01 to August 16, 2022

DATE: July 1, 2022

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

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

Due to the need to substantially redraw the PDD development plan, the applicant has withdrawn their submission to allow time to revise the plan and allow city staff time to review the plan. To allow for adequate review and preparation of the new plans, planning staff recommends the Zoning Change (ZC-22-08) and PDD development plan (PDD-22-01) be postponed to the August 16, 2022 City Council meeting.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

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

ADDRESS 1950 County Road 146
Georgetown TX 78633

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

ADDRESS 1950 County Road 146
Georgetown TX 78633

PROPERTY

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

REQUESTED CHANGE

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

SUBMITTAL REQUIREMENTS

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

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

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

APPLICATION FEE OF \$ 570.00 ^{546.00} PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE _____

DATE 2/16/22

OFFICE USE ONLY

ACCEPTED BY Dan Gibson & Kevin Waller RECEIPT NUMBER R01137669

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

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

PLANNING AND ZONING COMMISSION MEETING DATE 5-25-2022

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

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

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discuss renewal of the Lockhart Youth Soccer Association (LYSA) contract, as recommended by the Parks Advisory Board.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The existing LYSA contract requires renewal every five years and is currently due. This agreement specifies the conditions for the utilization of the Cpl. Jason K. LeFleur Soccer Complex located at 1507 Maple Street, Lockhart, TX, by the LYSA. The only change to this agreement is the insertion of Section 3.1.f on page 4. This addition provides up to a maximum of \$5,000 annually for the maintenance of the field irrigation system. This amount was tentatively approved as an added line item to the Parks & Recreation Budget during the budget workshop on June 14, 2022. The Parks Board voted unanimously on June 16, 2022, to submit this contract to the City Council for renewal.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): City Council has already approved the \$5,000 line item to the budget for soccer irrigation maintenance

PREVIOUS COUNCIL ACTION: The previous agreement was executed on March 24, 2017.

COMMITTEE/BOARD/COMMISSION ACTION: The Parks Board voted unanimously on June 16, 2022 to submit the contract to the City Council for renewal.

STAFF RECOMMENDATION/REQUESTED MOTION: The Parks & Recreation Department recommends the contract be renewed.

LIST OF SUPPORTING DOCUMENTS: LYSA Field Complex Agreement

)

)

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JASON K. LEFLEUR FIELD COMPLEX USE AGREEMENT

This Agreement is made between the City of Lockhart, Texas, a municipal corporation organized under the laws of the State of Texas, having its principal office at 308 W. San Antonio Street, Lockhart, Texas 78644, referred to as “the City,” and the Lockhart Youth Soccer Association, a non-profit entity having its principal office at 925 W Live Oak Street, Lockhart, Texas 78644, referred to as “LYSA.”

The City recognizes that the LYSA youth Field programs serve a public purpose by providing for the recreational needs of youth in the City. The LYSA, a 38-year volunteer organization dedicated to youth soccer recreation, and the City have worked together to provide these programs since 2005 at this complex, and have helped more than 350 youths each year since that time. The LYSA has made significant improvements to the Field Complex including some field irrigation, storage facility, goals, and other amenities, and the LYSA continues to use its funds to improve the Field Complex. Based on this relationship and the public purpose served thereby, the City and the LYSA enter into this Use Agreement under the following conditions:

Recitals

1. The City is the owner of the Cpl. Jason K. LeFleur Field Complex, located at 1507 Maple Street, Lockhart, Texas and consists of approximately 28 acres with concession and restroom facilities, and is used as multi-purpose fields and soccer fields for team games, practicing, and tournaments. Any changes and/or additions to the complex facilities including the fields cannot be done without permission of the City Parks Manager and/or Public Works Director and any such alterations must be corrected by LYSA in a timely manner. Any reference to the Field Complex in this agreement includes any one or all fields thereon.
2. The LYSA is experienced in the maintenance and repairs of the Field Complex and has regular use of the Field Complex Field Complex. The primary service area of the LYSA is the City of Lockhart, Texas.
3. The City desires to enter into an agreement with the LYSA for the exclusive operation and general maintenance of the Field Complex, and the LYSA desires to have such exclusive operation and general maintenance on the terms and conditions set forth in this agreement.

4. The duration of this Renewal Agreement is five (5) years from the date of its execution by the parties. This agreement may be extended for another five (5) years upon written request by the LYSA on or before the termination of this agreement with approval of the Lockhart City Council. Any renewal request by LYSA must be in writing and be received by the City 60 days prior to the agreement termination. The Field Complex will be used for conducting youth Field programs by the Lockhart Youth Soccer Association and other organizations as described herein.

5. Youth Field programs (supervised, competitive athletic and recreational events for children, adolescents, and teenagers, non-adult) conducted at the Field Complex shall be sponsored by *non-profit organizations only*, and shall be open to all persons, regardless of race, color, religion, national origin, or ability.

In consideration of the mutual covenants set out herein, the City and the LYSA agree as follows:

Section I. Improvements and Alterations to the Field Complex

On assuming the operation and maintenance of the Field Complex, the LYSA shall submit in writing to the City any recommended improvements and alterations to the Field Complex, and any other matters that will enhance its efficient use or management. All plans and specifications for improvements and alterations must be approved in writing by the City. Improvements and alterations must conform to the current standards as specified by the Texas Parks and Wildlife Department and other state, local and federal law. After conferring with the City and obtaining approval to make improvements and alterations, the LYSA will undertake completion of the improvements and alterations at the sole expense of the LYSA, unless otherwise agreed upon by the City and the LYSA. Utilities, including electrical wiring, must be placed by qualified/licensed individuals underground as required by the Texas Parks and Wildlife Department.

Advertising signs at the Field Complex must be approved in writing by the LYSA and the City, and are permitted only on fences, as temporary attachments to the concession stand causing no damage, and only during the seasonal play.

Section II. Use of the Field Complex by Other Organizations or Individuals

Other non-profit organizations or groups may request the use of the Field Complex and will be given *reasonable access to the fields* where no conflicts exist with use of the Field Complex by the LYSA or other scheduled events. Such requests are to be made in writing to the LYSA Board for approval and will be provided by the LYSA to the City's Parks and Recreation Director. The other organizations shall provide to the LYSA adequate general liability insurance coverage naming LYSA and the City of

Lockhart as additional insured and provide assurances of safe use of the Field Complex.

Other such organizations shall agree to return the Field Complex to the condition that it was in prior to the organization's use of it, and to repair any damage done to the Field Complex before or immediately upon completion of the games/tournaments. Other organizations shall pay to the LYSA the following for the use of the Field Complex:

- *\$100.00 per month per field, single team practice;*
 - *\$30.00 per team tournament; and*
 - \$50.00 per field for a cleaning and repair deposit, to be applied against any costs incurred by the LYSA for cleaning and repairing the field after use by the other organization, including but not limited to replacing field markers, field paint and dirt. LYSA may choose to refund the deposit if organization performs tasks to its satisfaction.
- \$ 30.00 per team per tournament; and*
- \$100.00 per field for a cleaning and repair deposit to be applied against any costs incurred by the LYSA for cleaning and repairing the field after use by the other organization, including but not limited to replacing field markers, field paint, and dirt.

Other organizations, as applicable, shall pay to the City a lighting fee of \$60.00 per field per month when available for the use of the lights at the Field Complex, where such use shall occur after sundown. Proof of payment must be provided to LYSA.

LYSA and the City recognize that the complex is public property that can be used by families, individuals and non-league groups for general recreational when there is no conflict with LYSA or City or other scheduled events.

The City's Parks and Recreation Department may use the Field Complex at no charge when the Field Complex is not scheduled for league play or maintenance, and after receiving clearance from the LYSA. Use of the Field Complex by a school district shall require an inter-local agreement between the City, the LYSA, and the school district.

The Field Complex fields will not be used as practice fields except as approved in writing by the LYSA Board or designated President or Vice-President during the LYSA Seasons season. LYSA will not unreasonably deny use of the fields.

Section III. Maintenance and Repairs

The LYSA will use its best efforts to ensure that the property is maintained in an attractive condition and in a good state of repair even in off-seasonal play.

1. City Responsibilities at the Field Complex shall be as follows, and requests for maintenance and repairs must be made in writing to the City's Parks and Recreation Department:

a. As applicable, Field Complex and parking area lighting will be maintained by the City. Requests for light bulb replacement or maintenance of lighting equipment must be made via email to the City Parks and Recreation Department. A total of two light bulbs must be burned out prior to any request. Please allow time for this process to take place.

b. Mowing and trimming of common areas (areas outside playing surfaces) identified on Attachment A will be performed as needed by the City. The fields and common areas will be treated for fire ants, bees and other insects once at the beginning of each seasonal play by the City, but subsequent treatments during the season shall be the responsibility of the LYSA in compliance with pest control laws.

c. Water, electricity and wastewater utilities will be provided by the City, subject to reimbursement as provided in this agreement. Any excessive use will be addressed with LYSA. It is the responsibility of LYSA to ensure that utilities are used in a responsible manner.

d. Where the City must make repairs for damages to the Field Complex as a result of negligence or misuse by the LYSA or other organizations, the LYSA shall reimburse the City for the costs of such repairs within a reasonable period of time.

e. Repairs to the complex concession structure, bleachers, dugouts, posts, sidewalks, parking areas and scoreboards shall be performed by the City in a timely manner with notice by LYSA via email:

(1) If a safety issue, LYSA will protect the public from the hazard as best it can and report it immediately to the City which will respond within 24 hours. (2) If not a safety issue, City will respond within 14 days or less, and (3) if the City cannot respond within the time frame, City will notify LYSA so LYSA can reach out to other resources to address the issue.

f. Repairs to the complex irrigation system, up to a maximum of \$5,000 annually, shall be performed or contracted by the City as requested by LYSA. The scope of these repairs must be agreed upon by LYSA and The Parks and Recreation Director prior to the repairs being scheduled.

2. LYSA Responsibilities at the Field Complex shall include all maintenance and repairs not provided by the City, including but not limited to:

a. Marking and lining the fields as needed.

b. Keeping the Field Complex fields and Common Areas, including parking lots free of litter during use by the LYSA or other organizations; emptying trash receptacles.

- c. Cleaning the Field Complex restrooms, Concession Stand, and other facilities during use by the LYSA or other organizations.
- d. As applicable controlling lights and other utility usage at the Field Complex. Where the LYSA or any other organization misuses such utilities, the City may immediately stop providing such utilities and/or require the misusing organization to pay for additional usage;
- e. Abiding by the City's Parks and Recreation Department Water Conservation Plan.
- f. Requiring background checks on all LYSA coaches and volunteers and keeping such records for up to 3 years.
- g. Paying to the City \$50.00 per field per seasonal use of the fields.
- h. Performing and supplying all required normal maintenance activities and materials (cleaning, painting, tightening, straightening, alignments, plumbing stoppages, interior light bulbs, toilet paper, paper towels, etc.) for the complex concession building, bleachers, dugouts, posts, , any scoreboards, and concession appliances.
- i. Performing all mowing, trimming, and dirt work on the fields to provide neat and safe fields for playing. The City will provide sand and/or loam given appropriate notice.
- j. LYSA will announce before each game that alcohol is not allowed at the Field Complex and that violators will be reported to the Police Department.
- k. Since the facility is used as a family recreational setting, LYSA will ensure that coaches and visitors conduct themselves in an appropriate manner, and if necessary, call the Police Department for individuals refusing to stop unruly behavior.

Section IV. Sales of Goods at the Field Complex

Non-profit organizations may only sell food, beverages and/or products at the Field Complex during games or tournaments. The income from such sales shall be the property of the non-profit organization. The LYSA retains the right to approve or disapprove all concession stand usage at the Field Complex. All persons/entities that wish to use a concession stand or sell goods at the Field Complex must receive written approval by the LYSA and the City, and must conform to all city, county, and state food, health, and other applicable regulations, ordinances and statutes.

Section V. Reporting Requirements

The LYSA shall provide the following information to the City on an annual basis:

1. A completed set of forms promulgated by the City's Parks and Recreation Department by December 1 of each year, such forms providing information regarding the use of the Field Complex by non-profit organizations only.
2. A signed Field Complex Use Agreement.
3. A completed information sheet with:
 - A list of at least five (5) officers and board members of the LYSA, with addresses and phone numbers, who shall be responsible for the LYSA financing of the Field Complex program:
 - Program information as determined by the City;
 - Complex information as determined by the City;
 - A financial statement of the LYSA; and
 - Other miscellaneous information as determined by the City.
4. A copy of the LYSA's current insurance policy, naming the City of Lockhart, Texas as additional insured.
5. A copy of the official documents showing the LYSA's current non-profit status.

Section VI. Insurance

During the period of operation of the LYSA and any other organizations that use the Field Complex as described herein, beginning with registration of players and through the entire season of play, the LYSA must carry liability and property damage insurance, naming the City of Lockhart, Texas as additional insured. The insurance coverage must insure against any injuries and damages arising in any way from the use or operations of the Field Complex. The amounts of coverage must be \$25,000 in property damage, and \$100,000 per person/\$300,000 per occurrence for personal injury and public liability. The primary insured shall be the LYSA, and an insurance policy naming as primary insured any other person or organization will not meet the requirements of this Agreement. The LYSA shall bear the cost of such insurance coverage. The City will cooperate with the LYSA and any insurer in the making and delivery of all reports, notices, and other items required in connection with the insurance policy.

Section VII. Additional Duties and Rights of The LYSA

In addition to the foregoing, the LYSA must perform all services that are necessary and proper for the operation and maintenance of the Field Complex. The LYSA is to report to the City promptly via email any conditions concerning the Field Complex that, in the opinion of the LYSA, require the City's attention. Repairs by the City will be addressed in a timely manner and if not possible in a timely manner, LYSA will be notified.

Section VIII. Termination and Renewal

This renewal agreement is to be for a term of five (5) years commencing on the date of its execution by the parties. At the termination of such term, this agreement, if not renewed in writing for an additional fixed period, will be renewed automatically on a month-to-month basis. If the agreement is automatically renewed, either party may terminate the renewal agreement by giving not less than thirty (30) days' written notice to the other party. In any event, the cancellation will be effective at the end of the calendar month during which the thirty (30) day notice period runs.

Section IX. Termination for Cause

If the LYSA breaches any of the terms of this agreement, including but not limited to the failure to maintain the Field Complex or provide needed repairs as described herein, or the failure to submit the yearly set of completed forms to the Parks and Recreation Department on December 1 of each year, then the City must give the LYSA written notice of the breach. If the LYSA fails to remedy the breach within thirty (30) days after receiving such notice in writing, the City may terminate this agreement.

The cessation of youth Field programs by the LYSA, or the termination of the LYSA as an active non-profit organization, will result in the immediate termination of this Agreement.

Section X. No Property Interest Created

Nothing contained in this agreement is to be deemed to create or is to be construed as creating in the LYSA any property interest in or to the Field Complex.

Section XI. Licensing of The LYSA

The LYSA must at all times during the term of this agreement maintain such licenses and permits as are required for any of the various services to be performed by the LYSA on behalf of the City.

Section XII. The LYSA as Independent Contractor

The LYSA is an independent contractor and not an employee of the City for any purpose.

Section XIII. Covenants and Conditions

All of the terms and conditions of this agreement are expressly intended to be construed as covenants as well as conditions.

Section XIV. Notice

All notices, requests, demands, or other communications under this agreement must be in writing, and will be deemed to have been duly given if delivered in person, or within three (3) days after deposited in the United States mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to the City at 308 W. San Antonio Street, Lockhart, Texas 78644, or to the LYSA at 925 W Live Oak Street, Lockhart, Texas 78644. Either party to this agreement may change the address at which it receives written notices by so notifying the other party in writing.

Section XV. Assignment

This agreement is personal to the LYSA and is not assignable. Any attempt to assign the Agreement by the LYSA will terminate the Agreement.

Section XVI. Effect of Partial Invalidity

Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such determination will not render void, invalid, or unenforceable any other section or part of any section in this agreement.

Section XVII. Choice of Law

This agreement has been made and entered into in the State of Texas. The laws of Texas will govern the validity and interpretation of this agreement and the performance due under it.

Section XVIII. Integration

The drafting, execution, and delivery of this agreement by the parties have been induced by no representations, statements, warranties, or agreements, other than those expressed in this agreement. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to its subject matter, unless expressly referred to in this agreement

Section XIX. Attorney Fees

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party will be entitled to recover court costs and reasonable attorney fees.

Section XX. Modification

This agreement may not be modified unless the modification is in writing and signed by both parties to this agreement

City of Lockhart, Texas,
A Municipal Corporation

By: _____
Steve Lewis, City Manager

Date: _____

NOTARY:

Signed before me on this the _____ day of _____, 2022

Notary Signature

Lockhart Youth Soccer Association,
A Texas Non-Profit Entity

By: _____
Amy Limas, President

Date: _____

NOTARY:

Signed before me on this the _____ day of _____, 2022

Notary Signature

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discussion Ordinance 2022-27 ordering a General Election on November 8, 2022 for the purpose of electing One Councilmember District 1; One Councilmember District 2; and Two Councilmembers At-Large; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council positions up for election on November 8, 2022 are District 1, District 2 and Two At-Large Councilmembers. The Caldwell County Elections Administrator (County EA) will be conducting the November 8, 2022 election for several entities which includes the City of Lockhart. The Ordinance provides details about the election and indicates that the City will contract with the County EA to conduct the election. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling locations.

The filing period for a place on the ballot is July 23 – August 22. Early voting will be conducted October 24 – November 4 at the Scott Annex Building at 1403 Blackjack Street. Suite C in Lockhart.

The County EA reported that she will assign Election Day polling locations sometime in August 2022. Staff will return with an ordinance providing the detailed list of Election Day polling locations when they are assigned and confirmed by the County EA.

The costs associated with the election will depend on the number of entities involved in Caldwell County's November 8, 2022 General Election. Several entities that will be on the November 8 ballot include State of Texas, Caldwell County, City of Lockhart, and Lockhart ISD, to name a few.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: Approximately \$40,000

Account Number: 100-5101-703

Funds Available: \$40,000

Account Name: Elections

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): The total of the Caldwell County's election expenses will be divided amongst the entities that are involved in the Election.

PREVIOUS COUNCIL ACTION: On March 1, 2022, the City Council approved a Joint Election Agreement with the Caldwell County Elections Administrator to conduct the City of Lockhart's November 8, 2022 General Election.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance

ORDINANCE 2022-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 8, 2022 FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER DISTRICT 1; ONE COUNCILMEMBER DISTRICT 2; AND TWO COUNCILMEMBERS AT-LARGE; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATIONS AND HOURS; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, state and city law provide that on November 8, 2022 there shall be a general election for the purpose of electing one (1) Councilmember District 1; one (1) Councilmember District 2; and two (2) Councilmembers At-Large.

WHEREAS, state law further provides that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a city Ordinance should be passed designating the voting places for said election.

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

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

Section 1. Call of Elections: Date: Eligible Electors: and Hours. A General Election shall be held on Tuesday, November 8, 2022, which is seventy eight (78) or more days from the date of the adoption of this order (the "Order") within the entire territory of the City of Lockhart ("CITY") at which all resident, qualified voters of the CITY shall be entitled to vote to fill two (2) Councilmember At-Large positions. A general election shall be held also in CITY for Single-member Council Districts One (1) and Two (2) for the election of council members from these Single-member districts, at which all resident, qualified voters of each single-member district shall be entitled to vote for candidates for City Council Member from their respective districts. The City Council hereby finds that holding these elections (collectively referred to herein as "Elections") on such date, which is a uniform election date, is in the public interest. The hours during which the polling places are to be open for the Elections shall be from 7 a.m. to 7 p.m.

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

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

Pursuant to Chapter 271 of the Texas Election Code, the Council orders that this Election be conducted 'under the terms and conditions of the Agreement to Conduct Joint Elections between City of Lockhart and Caldwell County. Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the City Council is expressly authorizing this action. As authorized by Chapter 271 of the Texas Election Code, the CITY appoints Kimber Daniel, COUNTY Elections Administrator, as the Joint Election Officer to perform the duties set forth therefore in the Joint Election Agreement ("Exhibit A") for conducting the November 8, 2022 Election.

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

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

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

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

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

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

Early Voting Clerk
Caldwell County Elections Administrator 1403
Blackjack St., Suite C
Lockhart, Texas 78644
(512) 668-4347
Email Address: kimber.daniel@co.caldwell.tx.us
Website Address: <https://www.co.caldwell.tx.us/>

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

Early Voting Polling Places

The Main Early Voting Polling Place is hereby designated as:

Scott Annex Building
1403 Blackjack St.
Lockhart, Texas 78644

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

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

The Temporary Early Voting Polling Place is hereby designated as:

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

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

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

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

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

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

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

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

PASSED AND APPROVED on July 5, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

"EXHIBIT A"

STATE OF TEXAS

§

COUNTY OF CALDWELL

§

§

CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract, by and between The City of Lockhart (the "City"), a political subdivision of the State of Texas located in Caldwell County, Texas, and Caldwell County, a political subdivision of the State of Texas (the "County"), through its Elections Administrator, Kimber Daniel (the "Administrator"). The City of Lockhart and the Administrator are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Administrator and the City, both of which are situated in Caldwell County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the City of Lockhart City Council General Election to be held on November 8, 2022 (the "Election"); and

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

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

Article 1. Administrator's Duties and Services. The Administrator agrees to undertake certain responsibilities and perform the following services for the City in connection with the City Council Election to be held on November 8, 2022:

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

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

Article 2. City Duties and Services. The City agrees to perform the following duties:

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

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

Article 4. Cost of Services. The City of Lockhart shall reimburse the County for all expenses incurred for any Election, or any runoff Election that may be required and which is conducted by the Administrator and, in addition, the City of Lockhart shall pay an administrative fee of 10% of the total cost of the Election and any runoff Election or \$500, whichever is greater. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff Election shall be treated as a separate election. Within 20 days of the completion of the Election, the Administrator shall submit a statement to the City of Lockhart listing all of the expenses and the administrative fee. The City of Lockhart shall pay the total amount within 45 days of the Election or any runoff Election. The City shall remit payment directly to the County for costs incurred.

The County shall remit payment directly to the Vendor, any costs associated with ballots, programming, coding and any other expenses incurred. The County shall remit payment directly to the Election judges, alternate judges and clerks including their delivery fees.

Article 5. Liability. The City shall be responsible for any actual expenses for repairs for any damage that occurs to the DS200 or ExpressVote systems and related voting equipment to the extent that any such repairs are not covered under the vendor's warranty. The City shall not be liable for any damage to the Election equipment or related voting equipment that is caused by a third party outside of the control of the City.

Article 6. General Conditions.

1. Nothing contained in this contract shall authorize or permit a challenge in the officer with whom or the place at which any document or record relating to the Election is to be filed, or place at which any function of the canvass of the Election returns is to be performed, or the officer to serve as custodian of voted ballots or other Election Records.
2. The Administrator may assign deputies to perform any of the contracted services.
3. The Administrator may contract with third persons for the Election services and supplies; and the Administrator will pay the claims for those election expenses, and shall remain responsible for the supervision and conduct of such third parties.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas.

5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.
7. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the City on November 8, 2022.

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

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

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

The City of Lockhart
308 West San Antonio Street
PO Box 239
Lockhart, TX 78644

Signed and Agreed Upon this the 2nd day of March, 2022.

Caldwell County Elections Administrator

Kimber Daniel, PhD

The City of Lockhart

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discuss property sale agreement for 31.485 acres in Lockhart Industrial Park III with Titan Development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Attached is a land purchase agreement with Titan Development out of Albuquerque, NM. Titan Development is one of the Southwest's largest and most active real estate development and investment firms. Titan offers real estate services for a variety of asset classes to take projects from inception to completion, as well as an in-house private equity fund management platform to better respond to their investor's needs.

Titan Development expanded into other strategic and high growth markets including Texas, Arizona, Colorado, and Florida. Over the past 22 years, Titan Development has established a proven track record across a diversified class of real estate investments including: multifamily, senior living, office, industrial, retail, and single-family lots.

Since its inception, the firm has completed over \$2.4B in real estate development by the partners with \$375.5M of assets under management, and over 15.5M square feet of developed real estate.

LEDC is currently under contract on 13.6 acres of land in Lockhart Industrial Park III with Titan with Block A, Lot 2. This 31.485 acres is being considered as part of the Right of First Refusal provision in the property currently under contract with Titan. This contract rolls in Block C, Lot 2 of 11.82 acres already approved by City Council. Attached is the site flyer from Aquila Commercial for the industrial park. This tract shows 3 buildings totaling 461,760 SF.

Information of note:

1. Site under the contract: Block C, Lots 2, 3 & 4 (31.485 acres) (See Map)
2. Purchase Price: \$2.75/SF or \$3,125,000.00 (only the 26.095 acres is being "purchased" as Lot 4 is drainage which Titan is accepting as part of the deal.)
3. Earnest Money: \$62,700.00
4. Due Diligence Period: Titan shall have 180 days to complete its Due Diligence related to the site.

Titan's receipt of site plan approval for buyer's intended use of the property from the City of

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Lockhart is a condition of closing.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The City Council approved the sale of 13.6 acres to Titan Development in November 2021 and an additional 11.82 acres. As part of that agreement, Titan has a First Right of Refusal to purchase this property.

COMMITTEE/BOARD/COMMISSION ACTION: LEDC Board unanimously approved the sale of this acreage at its April 11, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Accept the property sale agreement for 31.485 acres in Lockhart Industrial Park III with Titan Development.

LIST OF SUPPORTING DOCUMENTS: Purchase and Sale Agreement (Lockhart C2,3,4)
2022-04-13 Clean, 31.485 acres Plat Map, AQUILA-Lockhart-Industrial-Park-Flyer, Approved
4.11.22 LEDC Minutes, Titan ROFR LEDC Signed

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is entered into by and between LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation (“Seller”), and TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its successors or assigns (“Buyer”), Seller and Buyer are sometimes referred to herein each individually as a “Party” and collectively as the “Parties”.

RECITALS:

Seller is the owner of certain unimproved real property described below. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, such real property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I GENERAL INFORMATION

The following general information is used throughout this Agreement:

- | | | |
|-----|-----------------|---|
| 1.1 | Buyer’s Tax ID: | 87-0707883 |
| 1.2 | Title Company: | Chicago Title
Attn: Robert P. Jordan
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com |
| 1.3 | Effective Date: | The date the Title Company acknowledges receipt of counterparts of this Agreement executed by both Buyer and Seller, which date will be set forth on the Joinder of Title Company which follows the signatures of Seller and Buyer below. |
| 1.4 | Property: | That certain real property containing approximately 26.095 acres to be known as Block C, Lot 2 and Lot 3, and approximately 5.390 acres to be known as Block C, Lot 4 of the Lockhart Industrial Park III, for a total of 31.485 acres, being located near the intersection of San Antonio, St. and SH 130, Lockhart, Texas as set forth in Exhibit “A” attached hereto and made a part hereof. |

- 1.5 Purchase Price: Approximately Three Million One Hundred Twenty-Five Thousand and 00/100ths Dollars (\$3,125,000.00), which shall be adjusted at \$2.75 per square foot upon confirmation of the Property's square footage for Lot 2 and Lot 3 only, pursuant to the Survey (defined below).
- 1.6 Earnest Money: Sixty-Two Thousand Seven Hundred and 00/100ths Dollars (\$62,700.00) to be deposited within five (5) business days of the Effective Date, and to be applied as set forth in Section 4.1 below.
- 1.7 Feasibility Period: The time period beginning on the Effective Date and ending one-hundred eighty (180) days after such date, as the same may be extended pursuant to Section 6.3 below and the deposit of the corresponding additional earnest money for each such extension as set forth therein.
- 1.8 Closing Date: Thirty (30) days after expiration of the Feasibility Period.
- 1.9 Place of Closing: At the office of the Title Company, in San Antonio, Texas. There shall be no requirement that Seller and Buyer physically attend the Closing, and all funds and documents to be delivered at the Closing may be delivered to Title Company unless the Parties hereto mutually agree otherwise.
- 1.10 Broker: Seller's: None
Buyer's: None
- 1.11 Commission: None
- 1.12 Seller Notice: Lockhart Economic Development Corporation
Attn: Steve Lewis
308 W. San Antonio St.
Lockhart, TX 78644
Telephone: 512-398-3461
Email: slewis@lockhart-tx.org
- With a copy to: Messer, Fort, McDonald PLLC
Attn: Monty Akers, City Attorney
13625 Pond Springs Rd., Ste. 204
Austin, TX 78729
Email: monte@txmunicipallaw.com
- 1.13 Buyer Notice: Titan Property Management, LLC

Attn: Joe Iannacone
4903 Woodrow Ave., Bldg. A
Austin, Texas 78756
Telephone: 512-720-7200
Email: jiannacone@titan-development.com

With a copy to:

Christopher M. Pacheco
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico 87120
Telephone: 505-998-0163
Email: cpacheco@titan-development.com

- 1.14 Buyer's Intended Use: Construction of Class-A industrial concrete tilt-up buildings for warehousing, distribution, and light manufacturing users, including perimeter landscaping and other design characteristics.

ARTICLE II DEFINITIONS

The terms defined in Article I, this Article II and elsewhere in this Agreement, whenever capitalized, will have the meanings so defined whenever such terms are used in this Agreement, unless the context clearly indicates a different meaning:

- 2.1 "Agreement". This instrument, together with all exhibits hereto.
- 2.2 "Closing". The consummation of the transaction contemplated by this Agreement, including the transfer of the Property to Buyer and receipt of the Purchase Price by Seller.
- 2.3 "Current Funds". Wire transfer of current federal funds in accordance with wiring instructions to be provided by the Title Company, or such other forms of immediately available funds as may be acceptable to Seller.
- 2.4 "Deed". The Special Warranty Deed to be delivered to Buyer at Closing, in the form attached hereto as Exhibit "B" and made a part hereof.
- 2.5 "Earnest Money". The funds as specified in Section 1.6 above to be paid by Buyer to Title Company in accordance with Section 4.1 upon Buyer's and Seller's execution of this Agreement.
- 2.6 "Effective Date". is as specified in Section 1.3 above and as set forth in the Joinder Agreement herein.
- 2.9 "Permitted Exceptions". Those matters subject to which title to the Property will be conveyed to Buyer in accordance with Section 6.2 hereof.
- 2.11 "Property". The real property to be conveyed to Buyer pursuant to this Agreement as approximately set forth in Exhibit "A" hereto; any utility capacities, licenses, permits, approvals,

authorizations, entitlements and other intangibles owned by Seller, if any, and situated on or associated with the real property (including, without limitation, any right to refunds, rebates or concessions from governmental authorities associated with the real or personal property); all easements and rights-of-way, if any, benefiting the Property and all rights and appurtenances, if any, pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way or adjacent strips or gores, and all development and air rights, riparian and other water access rights, mineral rights, sewer rights and all other rights belonging or pertaining thereto, if any. Seller

2.12 “Purchase Price”. The sum specified in Section 15. above, payable in the manner set forth in Sections 4.1 and 4.2 hereof.

2.14 “Survey”. A new ALTA Survey prepared by a surveyor reasonable acceptable to Buyer, which shall be delivered by Seller, at its sole cost and expense, to Buyer and Title Company in accordance with Section 6.2, showing the improvements in place as of the date of the Survey.

2.15 “Title Commitment”. The commitment for an Owner’s Title Insurance Policy in the form prescribed by the Texas Department of Insurance, to be issued to Buyer, at Seller’s expense, in accordance with Section 6.1 hereof.

2.16 “Title Documents”. True and legible copies of the documents listed in the Title Commitment as affecting the title to the Property.

2.17 “Title Policy”. A TX-T1 Owner’s Policy of Title Insurance (1-3-2014), to be issued to Buyer in the full amount of the Purchase Price, in accordance with Section 8.3 hereof.

2.18 “Hazardous Substances”. Any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde, polychlorinated biphenyls and radon gas and any chemicals, materials or substances defined as or included in the definitions of “hazardous substances,” “hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “bio-hazard,” “biological waste,” “medical waste” or words of similar import, under any applicable federal, state or local environmental, safety or health laws, ordinances, rules of common law, regulations or directives.

ARTICLE III AGREEMENT OF PURCHASE AND SALE

3.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller’s right, title and interest in and to the Property. The Title Company shall act as the escrow agent for this transaction and Seller and Buyer agree to enter into any standard escrow agreement or escrow instructions required by the Title Company that are not inconsistent with the provisions of this Agreement.

ARTICLE IV CONSIDERATION

4.1 Earnest Money Deposits. Within five (5) business days after the Effective Date, and as a condition precedent to Seller's obligations under this Agreement, Buyer will deliver the Earnest Money to Title Company, in Current Funds, to be held in escrow pursuant to the terms and conditions of this Agreement. Buyer has the unilateral right to direct the return of the Earnest Money upon any termination of this Agreement by Buyer prior to the expiration of the Feasibility Period, in which event all Earnest Money shall be refunded immediately to Buyer after Buyer's delivery of notice of termination to Seller and Title Company. Except in the event of an uncured default by Seller, or as otherwise set forth herein, if the Agreement is not terminated by Buyer prior to expiration of the Feasibility Period, the Earnest Money shall immediately become non-refundable thereafter but shall be applicable to the Purchase Price at Closing.

The Earnest Money will be held by the Title Company in an FDIC insured interest bearing account under Buyer's taxpayer identification number until disbursed in accordance with this Agreement. In the event that Buyer fails to timely deliver the Earnest Money to the Title Company, this Agreement shall be voidable at Seller's option upon written notice to the Title Company and Buyer at any time before the Earnest Money is deposited.

4.2 Payment of Purchase Price. The balance of the Purchase Price, subject to adjustments and prorations as provided herein, will be paid to Seller, through escrow with the Title Company, at Closing in Current Funds.

4.3 Independent Consideration. One Hundred and No/100 Dollars (\$100.00) of the Earnest Money (the "Independent Contract Consideration") has been bargained for and is as consideration for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is (i) independent of any other consideration or payment provided for in this Agreement, (ii) wholly earned by Seller upon Seller's execution of this Agreement, and (iii) not refundable and shall be retained by Seller except in the case of a default by Seller and the termination of this Agreement by Buyer. If and when the transaction closes, but not otherwise, the Independent Contract Consideration will be credited towards the Purchase Price at Closing.

ARTICLE V CONDITIONS TO CLOSING

5.1 General Conditions.

(a) Seller's obligation to sell the Property to Buyer at the Closing is subject to and conditioned upon (i) Buyer not being in material default under this Agreement beyond any applicable notice and cure periods; and (ii) the delivery by Buyer of the items set forth in Section 8.2(b) on or before the Closing Date, or the written waiver of any such conditions in accordance with the terms of this Agreement.

(b) Buyer's obligation to purchase the Property from Seller at the Closing is subject to and conditioned upon (i) Buyer's receipt of site plan approval for Buyer's Intended Use of the Property from the City of Lockhart, Texas, (ii) recordation of a plat by Seller of the Property in accordance with Section 7.3(k) below, (iii) completion by Seller of utilities (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but

excluding communications) and completion of the road known as Cahill Street all in accordance with Section 7.3(j) below, (iv) Seller not being in material default under this Agreement beyond any applicable notice and cure periods; (v) the delivery by Seller of the items set forth in Section 8.2(a) on or before the Closing Date, (vi) there existing no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Seller or the Property that would materially and adversely affect the operation or value of the Property or Seller's ability to perform its obligations under this contract, (vii) there being no material adverse change to the Property from and after the expiration of the Feasibility Period, and (viii) the Property being vacant with no parties or tenants in possession and no binding lease agreements in effect with respect to the Property, or the waiver of any such conditions in accordance with the terms of this Agreement.

If any condition to Buyer's obligation to proceed with the closing hereunder has not been satisfied as of closing, Buyer may, in its sole discretion, (x) terminate this contract by delivering written notice to Seller on or before Closing, and upon such termination, all of the Earnest Money, less the Independent Contract Consideration, shall be returned to Buyer, (y) elect to extend the closing until such condition is satisfied, provided, Buyer can elect to terminate this Agreement pursuant to subparagraph (x) of this paragraph at any time prior to the satisfaction of such condition, or (z) elect to consummate the transaction, notwithstanding the non-satisfaction of such condition, in which event Buyer shall be deemed to have waived any such condition. Notwithstanding the foregoing, the failure of a condition due to the breach by Seller shall not relieve Seller from any liability it would otherwise have under this Agreement. The conditions set forth in this Section 5.1(b) are for the benefit of Buyer and may be waived only by Buyer.

ARTICLE VI DELIVERIES AND INSPECTIONS

6.1 Seller's Deliveries. Seller shall deliver to Buyer copies of the following items within Seller's possession or control, if any (collectively the "Property Documents"), within seven (7) days after the Effective Date:

- a. Existing title policies for the Property;
- b. Any existing surveys of the Property;
- c. Building and use restrictions or declarations of easements, covenants, and restrictions applicable to any portion of the Property, specifically any architectural or design restrictions, or any other restriction as it pertains to design and development of the Property;
- d. Public or private utility easements, access agreements, special assessment arrangements, tap-in or connection fee agreements or procedures relating to the Property;
- e. Existing soils or boring reports, Phase I or other environmental studies, hydrological studies, engineering studies, physical condition or property condition reports,

percolation tests or data, septic permits or other permits issued by any governmental authority in connection with the development of the Property;

f. Any FEMA documentation, zoning documentation of the Property;

g. Current tax bills; and

h. Notices of any action or proceeding pending or, to Seller's knowledge, threatened against Seller or relating to the Property, including, without limitation, any condemnation or bankruptcy proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

Seller shall have an ongoing obligation during the pendency of this Agreement to provide Buyer with any document described above and coming into Seller's possession or produced by Seller after the delivery of the Property Documents.

6.2 Title Objections. No later than fifteen (15) days after the Effective Date, Seller shall cause the Title Company to issue the Title Commitment and provide a copy to Buyer along with legible copies of the Title Documents. Additionally, within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer and the Title Company, the Survey from a surveyor reasonably acceptable to the Buyer. If any exceptions or other matters appear in the Title Commitment, Title Documents or the Survey that Buyer determines in its sole discretion are unacceptable to it, then Buyer shall, not later than One Hundred Fifty (150) days after the Effective Date, furnish written notice to Seller and Title Company of such objections. If Buyer fails to so object to any item reflected in the Title Commitment or Survey by written notice received by Seller and Title Company prior to expiration of the Feasibility Period, time being of the essence with regard thereto, Buyer will be deemed to have approved all such items. Seller may, within ten (10) days after receipt of Buyer's objections (the "Title Cure Period"), cure or attempt to cure any matter to which Buyer has timely objected, although Seller will have no obligation to endeavor to cure any title objection raised by Buyer except for the removal of monetary liens created or assumed by Seller (the "Non-Permitted Liens"), and Seller will not be required to expend any effort or funds, or to commence litigation to cure any objection except the removal of monetary liens and/or encumbrances. In the event that Buyer's objections have not been cured, or Seller has not committed in writing to cure such objections at or prior to Closing, by the end of the Title Cure Period, then Buyer may terminate this Agreement by delivering a written termination notice to Seller and the Title Company within ten (10) days after the end of the Title Cure Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement as provided herein, Buyer will be deemed to have waived any uncured objection to title and shall be deemed to have approved the same other than the Non-Permitted Liens and any matters which Seller has agreed in writing to cure at or prior to Closing. Any matters shown on the Title Commitment which Buyer approves, or is deemed to have approved, pursuant to this Section 6.2 and any liens or encumbrances caused or created by Buyer (or Buyer's employees, representatives or contractors) will constitute "Permitted Exceptions" for purposes of the Title Policy and the Deed.

If prior and up to Closing any update of the Title Commitment discloses any title exception which was not disclosed in the original Title Commitment previously delivered to Buyer (a "New Title Exception") or any update of the Survey discloses any survey defect which is not disclosed in the Survey previously provided to Buyer (a "New Survey Defect"), upon written objection from Buyer, Seller shall remove or cure such New Title Exception or New Survey Defect at or prior to Closing to the extent any such New Title Exception or New Survey Defect is susceptible to removal or cure and materially and adversely affects the Property. In the event that Seller fails to remove or cure such New Title Exception or New Survey Defect at or prior to Closing, Buyer shall be entitled to terminate this Agreement and, in such an event, the Earnest Money shall be promptly returned to Buyer, in which event neither party shall have any further obligations hereunder except those matters that expressly survive termination of this Agreement. Notwithstanding anything herein to the contrary, Buyer shall not be deemed to have waived the requirement that Seller remove (i) all monetary liens created by, through, or under Seller at or before Closing, or (ii) any encumbrances which Seller has agreed to cure in writing at or before Closing, and the failure to do so shall be a default by Seller.

6.3 Feasibility Period. During the Feasibility Period and thereafter up to and including the Closing Date, Buyer will be permitted to inspect (i) the Property (ii) the Property Documents, (iii) title, (iv) entitlements required or desired for the development of the property for Buyer's intended uses, and (v) any other matter with respect to the Property, including but not limited to economic feasibility, zoning, the local government comprehensive plan, governmental restrictions and requirements, physical condition, subsoil conditions, environmental matters, financing, and such other matters as may be of concern to Buyer. Seller shall promptly cooperate with Buyer with respect to such inspections. Buyer will restore the Property to as close as reasonably practicable to the same condition in which it existed immediately prior to the conducting of any such inspection promptly upon completion of each such inspection. Buyer may undertake physical testing of the Property with prior notice to Seller. Buyer will not permit any liens or encumbrances to arise against the Property by, through, or under Buyer in connection with or as a result of such inspection or testing.

The Feasibility Period may be extended by Buyer for three (3) additional, thirty (30) day periods, consecutively exercised. Buyer shall send written notice to Seller and Title Company of its intent to exercise any such extension periods at least three (3) days prior to expiration of the then-current feasibility period and depositing an additional sum of Five Thousand and 00/100^{ths} Dollars (\$5,000.00) for each extension period exercised. Each such extension deposit shall be considered additional Earnest Money and shall be applied or otherwise returned to Buyer as set forth in Section 4.1 herein.

6.4 Right to Market. During the Feasibility Period, Buyer shall have the exclusive right to market the Property to potential users. The Property shall be marketed by a third-party brokerage company of the Buyer's choosing and at its sole cost and expense. Any potential users that are disclosed to Buyer during the Feasibility Period which Buyer elects to not pursue shall be disclosed to Seller for its consideration.

6.5 Buyer Assumes All Risks; Indemnification. Buyer will indemnify, defend and hold Seller, and Seller's members, managers, shareholders, directors, officers, management companies, agents,

employees and representatives, and the Property, harmless of, from and against losses, liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and costs of court), damages, liens, claims (including, without limitation, mechanics' or materialmen's liens or claims of liens), actions and causes of action to the extent resulting from the Buyer's (or Buyer's agents, employees, contractors, or representatives, collectively, "Buyer's Consultants") inspections or actions on or related to the Property; provided, however, the foregoing indemnity shall not apply to any liability arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused by Buyer or Buyer's Agents. All inspections/tests shall be performed in a good and workmanlike manner by persons qualified and having experience in preparing such inspections and investigations. Prior to Buyer's Consultants having access to the Property, Buyer's Consultants shall obtain and maintain during the term of this Agreement, commercial general liability insurance with solvent and responsible insurance companies legally authorized to transact business in the State of Texas, with no less than \$1,000,000.00 general liability and \$1,000,000 excess umbrella liability, in a form and content reasonably acceptable to Seller and deliver a certificate to Seller prior to first entry on the Premises showing Seller named as an additional insured under such policy. Buyer shall repair any damage caused by its physical inspections and shall restore the Property to their condition prior to such inspections all in accordance with law (including any damage or injury resulting from such access or inspections). The obligations of Buyer pursuant to this Section 6.5 shall survive the Closing or termination of this Agreement.

6.6 Buyer's Termination Rights. If Buyer, in its sole and absolute discretion, determines that the Property is not suitable to Buyer for its intended purpose or any condition of or related to the Property is unacceptable to Buyer, or for no reason at all, Buyer may terminate this Agreement by delivering written notice to Seller and the Title Company prior to the end of the Feasibility Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer as set forth in Section 4.1 above, and neither party shall have any further rights or obligations hereunder except those obligations of Buyer or Seller which shall survive such termination. If Buyer does not provide written notice of termination pursuant to this Section 6.6 on or before the expiration of the Feasibility Period, then Buyer shall be conclusively deemed to have waived its right to terminate under this Section 6.6.

6.7 Delivery of Materials Upon Termination. In the event that this Agreement is terminated under the terms of this Agreement, upon written request from Seller, Buyer will deliver not later than ten (10) days after the effective date of termination, all Property Documents delivered to Buyer by Seller as described in Section 6.1 above.

ARTICLE VII REPRESENTATIONS, DISCLAIMERS, ACKNOWLEDGMENTS, AND COVENANTS

7.1 Limited Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date that:

- a. Seller has no knowledge of any violation of any laws, regulations or codes, nor has Seller received any written or other notice of any alleged violations of any laws, regulations or codes;
- b. Seller has no knowledge of, nor has Seller received any written or other notice of, any pending or threatened claims or notices of condemnations, changes in zoning, or special assessments, concerning the Property;
- c. Except (i) as may be set forth in any Phase I Environmental Site Assessment delivered to Buyer for the Property, and (ii) any Hazardous Substances used in the ordinary course of the operation of the Property, all in accordance with all applicable laws, Seller has no knowledge of any releases of, or the existence of, any Hazardous Substances on, under, or from the Property.
- d. Seller owns the Property and has the right, power and authority to enter into this Agreement and to cause the Property to be sold in accordance with its terms and conditions. Seller is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Seller's powers and have been duly authorized. The person executing this Agreement on behalf of Seller has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to equitable principles and laws applicable generally to creditor's rights;
- e. There is no agreement to which Seller is a party or, to the best of Seller's knowledge, is binding on Seller or the Property that is in conflict with this Agreement or that might render Seller unable to perform its obligations under this Agreement; and there is no pending or, to Seller's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting the Property that challenges or would materially impair the ability of Seller to execute, deliver, or perform its obligations under this Agreement;
- f. Seller has received no written notice of any threatened or pending condemnation or similar proceedings affecting the Property, and to Seller's best current actual knowledge, there are no threatened or pending condemnation or similar proceedings affecting the Property.
- g. To the best of Seller's knowledge, all of the Property Documents which are delivered by Seller to Buyer pursuant to Section 6.1 are complete copies of such items as are in Seller's possession and contained in Seller's files.
- h. There are no parties in possession of the Property and there are no binding lease agreements affecting the Property. No person, firm, corporation, or other entity has any right to purchase, right of first refusal, option to purchase or any other right or option to acquire all or any part of the Property and any such rights or options previously granted by Seller covering any part of the Property have been fully released.
- i. Except for recorded covenants included in the Title Documents, to Seller's knowledge, there is no other agreement, understanding or restriction with or for the benefit

of any person or entity, whether private, public or quasi-public, that will be binding upon Buyer after Closing and which may prevent or limit in any way the current use, or Buyer's intended use, of the Property or for any uses allowed by current zoning regulations.

j. Seller is the sole owner of good and indefeasible fee simple title to the Property.

7.2 Buyer's Covenants. Buyer hereby covenants and agrees with Seller that after the Effective Date and Closing that the use and users that Buyer will promote, utilize, and implement on the property will be similar to the types of uses and users which Buyer has promoted, utilized, and implemented for other industrial parks in central Texas, as listed below:

a. Uses:

- (i) Light Manufacturing – Indoors
- (ii) Warehousing and Distribution – Indoors
- (iii) Small amounts of outdoor storage

b. Examples of Users:

- (i) O'Reilly Auto Parts Distribution Center
- (ii) Ben E Keith Foods
- (iii) Texas Speed and Performance
- (iv) EDC Moving Systems
- (v) Paradigm Metals
- (vi) Canadian General Tower
- (vii) T.J. Maxx Distribution Center
- (viii) 3-Way Logistics
- (ix) Kval Machinery
- (x) Ovivo Water
- (xi) Brycomm
- (xii) Berger Allied Moving and Storage

7.3 Seller's Covenants. Seller hereby covenants and agrees with Buyer that after the Effective Date and prior to Closing (or any earlier termination of this Agreement pursuant to its terms):

a. After the Effective Date, Seller will not, without the express prior written approval of Buyer, which may be withheld in Buyer's sole discretion, enter into any lease, easement, or other agreement for the Property, or any portion thereof, which would continue for a period subsequent to the Closing Date.

b. Seller will continue to maintain and operate the Property in accordance with its past practices.

c. Promptly upon Seller's receipt of any notice of the institution of, or plans for the institution of, proceedings for the condemnation of the Property, or any portion thereof, Seller will notify Buyer thereof.

d. From and after the Effective Date until the Closing, Seller will maintain, or cause to be maintained, in full force and effect public liability insurance with respect to damage

or injury to persons or property occurring on the Property in such amounts as is maintained by Seller on the Effective Date.

e. Seller will advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has received actual knowledge or written notice.

f. Seller will not seek any zoning changes or take any action which encumbers Seller's title to the Property without Buyer's prior written consent, which consent may be granted or withheld in Buyer's sole discretion.

g. Seller will not, without the prior written consent of Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the Property which are not delinquent), encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Exceptions. Seller will not impose any restrictive covenants or encumbrances on the Property or execute or file any subdivision plat affecting the Property not otherwise previously approved by Buyer. Seller will not sell, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Property or any interest therein, or enter into any agreement or "back-up" contract related to the disposition of the Property, or permit any of the foregoing during the term of this Agreement.

h. Seller will promptly deliver to Buyer all information received by Seller regarding alleged violation(s) by Seller or the Property of any laws, rules, regulations, ordinances, court orders, decrees, or restrictions.

i. Seller will not cause or permit any portion of the Property to be used to transport, store, dispose of, generate, emit, manufacture, refine, treat, or process any Hazardous Substances, nor cause or permit, as a result of any intentional act or omission on the part of Seller, a release, discharge, emission, leak, or percolation of Hazardous Substances onto the Property or from the Property onto any other property. Further, Seller shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, and shall obtain and comply with all approvals, registrations, and permits required thereunder.

j. Seller will cause the installation, construction and completion of utilities and related infrastructure (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but excluding communications) to the Property's boundary line in sufficient capacities to reasonably serve the Property (defined below) for their intended uses up to 600,000 square feet of industrial building and completion of a 60' road with 40' pavement section minimum known or to be known as Cahill Street, all as constructed or installed pursuant to the corresponding governmental standards and requirements.

k. Seller shall cause the platting of the Property, and recordation of the same, approved by Buyer, which approval shall not be unreasonably withheld, conditioned or delayed, creating separate legal tracts as substantively shown in Exhibit "A" herein within one hundred fifty (150) days from the Effective Date.

If at any time prior to Closing Seller learns or becomes aware that any of Seller's representations and warranties or covenants set forth in this Agreement are untrue in any material respect, or at any time at or before Closing there is any material change with respect to the matters represented and warranted by Seller pursuant to Section 7.1, then Seller shall give Buyer prompt written notice thereof (the "Notice"), and Buyer shall have the right to terminate this Agreement and recover the Earnest Money by delivering written notice of termination to Seller within fifteen (15) days after receipt of the Notice from Seller, provided, that if Buyer elects to proceed to Closing, the Closing Date shall be extended as necessary not to exceed fifteen (15) days from the date Buyer receives the Notice.

ARTICLE VIII CLOSING

8.1 Date and Place of Closing. Subject to the satisfaction or waiver in writing of all conditions to either party's obligation to consummate the purchase and sale of the Property, the Closing will take place on the Closing Date at the Place of Closing, as set forth in Sections 1.8 and 1.9 above.

8.2 Items to be Delivered at Closing.

a. By Seller. At or prior to Closing, Seller will deliver or cause to be delivered to Buyer, through escrow or directly to Buyer, each of the following items (collectively, the "Closing Documents"):

- i. The Deed, conveying title to the Property to Buyer, subject to the Permitted Exceptions and free of any liens;
- ii. Evidence of Seller's authority to consummate this transaction.
- iii. A Non-foreign Certification of Entity Transferor from Seller or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code;
- iv. Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company or governmental authority, in form and substance satisfactory to the Title Company or such governmental authority, duly executed by Seller; and
- v. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

b. By Buyer. At or prior to Closing, Buyer will deliver to Seller, or cause to be delivered to Seller, through escrow or directly to Seller, each of the following items:

- i. The balance of the Purchase Price in Current Funds;
- ii. Evidence of Buyer's authority to consummate this transaction;
- iii. Any customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Title Company, duly executed by Buyer; and
- iv. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8.3 Title Policy. Buyer's obligation to Close shall be contingent upon receipt by Buyer at Closing of a contractual commitment by the Title Company to issue an Owner's Policy of Title Insurance issued pursuant to the Title Commitment subject only to the Permitted Exceptions and other exceptions as provided pursuant to this Agreement. As soon as possible in the ordinary course of business of the Title Company after the Closing occurs and all documents delivered at the Closing that are intended to be recorded are so recorded and returned to the Title Company, the Title Company will deliver the Title Policy to Buyer, subject only to the Permitted Exceptions. The provisions of this Section will survive the Closing.

8.4 Actions at Closing. Upon delivery of all items set forth in Section 8.2 and the satisfaction or waiver of all other conditions and obligations set forth in this Agreement:

- a. The Title Company shall record the Deed;
- b. The Title Company shall release to Seller the Purchase Price, as adjusted by any prorations, charges, and credits;
- c. Possession and control of the Property shall be delivered to Buyer effective as of the Closing;
- d. The Title Company shall release from escrow and deliver to Buyer the recorded Deed, and any other documents deliverable to Buyer pursuant to this Agreement;
- e. The Title Company shall release from escrow and deliver to Seller any documents deliverable to Seller pursuant to this Agreement;
- f. The Title Company shall issue to Buyer the Title Policy in accordance with Section 8.3; and
- g. The Title Company, Seller and Buyer shall take and complete such other actions and deliver such other documentation as required or reasonably contemplated by this Agreement as necessary to complete the transaction contemplated herein.

ARTICLE IX CLOSING COSTS AND PRORATIONS

9.1 Closing Costs.

a. Seller and Buyer will each pay their respective attorneys' fees (except as provided in Section 11.12 of this Agreement).

b. Seller will pay (i) the cost of the Title Commitment, (ii) the cost of the basic premium of the Title Policy, (iii) the cost of recording the Deed, (iv) one-half (1/2) escrow fees of Title Company, (v) any costs incurred to satisfy any mortgage loan encumbering the Property, (vi) the cost of the Survey; and (vii) such other incidental costs and fees customarily paid by sellers in Caldwell County, Texas land transactions of this nature.

c. Buyer will pay (i) all costs related to Buyer's due diligence inspection, (ii) the cost of deleting the standard exceptions and the cost of any endorsements, or any other "extended" title coverage, requested by Buyer, to the Title Policy, (iii) cost of any mortgagee's policy of title insurance, (iv) all recording fees charged for documents required to be recorded by Buyer's lender in connection with any mortgage obtained by Buyer, (v) one-half of any escrow fees, (vi) Buyer's inspection costs, and (vii) such other incidental costs and fees customarily paid by Buyers in Caldwell County, Texas land transactions of this nature.

9.2 Prorations, Etc. Real estate taxes, assessments, utilities and other similar expenses related to the Property for the period prior to the Closing Date shall be prorated as of the Closing Date, with the amount attributable to the period prior the Closing Date credited toward the Purchase Price, the amount for the remainder of the year following the Closing Date paid by Buyer to Seller in addition to the Purchase Price, and the taxes and such other amounts paid by Seller to the taxing authorities. Real estate taxes will be based on the most recent tax certificates for the Property, adjusted for the most current tax rates and appraised value. Buyer shall thereafter pay all property taxes, assessments and interest incurred after the Closing and shall set up a separate account for the Property with the Caldwell County Assessor's Office for notice. Seller shall be responsible for payment of all rollback taxes, or similar taxes (if any) imposed as the result of any change in ownership or use of the Property, assessments, or interest assessed against the Property resulting from this sale after the Closing date.

ARTICLE X DEFAULTS AND REMEDIES

10.1 Seller's Default: Buyer's Sole Remedies. If Seller fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Seller breaches this Agreement, after five (5) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Buyer may, as Buyer's sole and exclusive remedy either (a) terminate this Agreement by giving written notice to Seller and Title Company, in which event (i) Buyer shall be entitled to the immediate return of the Earnest Money, together with all interest accrued thereon and Seller will reimburse the actual, out-of-pocket costs incurred by Buyer in

connection with the due diligence activities conducted by or on behalf of Buyer with respect to the Property; and (ii) this Agreement shall be of no further force and effect except for those provisions that expressly survive termination of the Agreement, or (b) seek specific performance of Seller's obligations under this Agreement. If Buyer elects to seek such specific performance, Buyer shall give Seller written notice of such election within thirty (30) days after the occurrence of such Seller's Default, and thereafter commence an action seeking such specific performance. In the event Buyer terminates this Agreement in accordance with the terms of this Agreement, then this Agreement shall be of no further force and effect and the Parties shall have no further rights, obligations, or liabilities hereunder, except for those obligations that expressly survive termination of the Agreement.

10.2 Buyer's Default: Seller's Sole Remedies. If Buyer fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Buyer breaches this Agreement, after thirty (30) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and retain the Earnest Money as liquidated damages (and not as a penalty) for breach of this Agreement. Such amount and terms are agreed upon by and between Seller and Buyer as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and the payment of the Earnest Money, and the terms provided herein will constitute full satisfaction of Buyer's obligations under this Agreement. Such amount is agreed upon by and between Seller and Buyer as a reasonable estimate of just compensation for the harm caused by Buyer's default.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Broker's Commission. Each party represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and as such, no commission is due or owing hereunder. Each party agrees to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by each party with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

11.2 Assignment. Buyer may not assign this Agreement to any person, firm, corporation, or other entity without Seller's consent; provided, however, Buyer may assign all of its rights, title, liability, interest and obligation pursuant to this Agreement to an any entity controlled by, in control of, or under common control with Buyer without Seller's consent, provided that the assignee assumes all obligations of the Buyer under this Agreement. Notwithstanding the foregoing, Buyer may form a single purpose entity to take title of the Property at closing, and Buyer may assign its rights under this Agreement to any affiliated or single purpose entity which directly or indirectly controls, is controlled by or is under common control with Buyer, without the consent of Seller. No such assignment and assumption shall relieve Buyer or any assignee previously approved by Seller from its obligations hereunder.

11.3 Condemnation and Casualty. In the event that any portion of the Property will be taken in condemnation or by conveyance in lieu thereof or under the right of eminent domain after the Effective Date and before the Closing Date, Buyer may, at its option, terminate this Agreement by written notice thereof to Seller within ten (10) days after Seller notifies Buyer of the condemnation, in which event Buyer will receive an immediate refund of all Earnest Money. In the event Buyer fails to timely deliver written notice of termination as described above, Buyer will be deemed to have elected to proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller will deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding or conveyance in lieu thereof or assign to Buyer Seller's rights to such proceeds and there will be no reduction in the Purchase Price. Prior to Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by casualty shall be borne and assumed by Seller, except as otherwise provided in this Section 11.3. If, before Closing, any part of the Property is damaged or destroyed by casualty, Seller shall immediately give written notice to Buyer of such fact. If such damage or destruction is "material", Buyer shall have the option in its sole and absolute discretion, either to (a) terminate this Agreement by notice to Seller and receive a prompt refund of all Earnest Money, or (b) purchase the Property. In the event that Buyer elects to proceed with the purchase, Seller shall assign to Buyer all of its right, title, and interest in and to the proceeds of any and all fire or other casualty insurance or condemnation proceeds relating to such damage or condemnation, and Buyer shall receive a credit against the Purchase Price in the amount of any applicable deductible or other uninsured amount based on Seller's and Buyer's mutual, reasonable, good faith estimate of the cost to repair and restore. Buyer's election shall be made by written notice to the Seller given not later than ten (10) days after Buyer's receipt of notice from Seller of the casualty. If the damage is not material, then Buyer shall not have the right to terminate this Agreement, but Seller shall, at its cost, repair the damage before the Closing in a manner reasonably satisfactory to Buyer, or if repairs cannot be completed before the Closing, credit Buyer at Closing for the reasonable cost to complete the repair, as reasonably agreed to by Seller and Buyer. For purposes of this Section 11.3, "material" means that (w) the damage is of a nature that adversely affects access to the Property, (x) the cost to repair such damage is reasonably estimated to exceed two percent (2%) of the Purchase Price, or the damage will, in Buyer's reasonable estimation, take longer than ninety (90) days to repair.

11.4 Notices. Any notice, approval, waiver, objection or other communication (for convenience, referred herein as a "notice") required or permitted to be given hereunder or given in regard to this Agreement by one party to the other will be in writing and the same will be given and be deemed to have been delivered, served and given when actually delivered to the address specified in Article I above of the person to whom notice is given or delivery is refused may by any of the following means: (a) via courier (including overnight delivery services), (b) United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the person to whom notice is given at the address specified in Article I above, (c) email, provided that the transmitting email indicates that the transmission of all pages of the notice was effectively completed and a copy of such notice is also sent by one of the other means of notice described above simultaneously with such email. Any party may change its address for notices by notice theretofore given in accordance with this Section and will be deemed effective only when actually received by the other party.

11.5 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

11.6 Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

11.7 Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors, and assigns of both Parties hereto. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa.

11.8 Time of Essence. Time is of the essence in each and every provision of this Agreement.

11.9 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein.

11.10 Counterparts. This Agreement may be executed in any number of counterparts and/or electronic versions, each of which will for all purposes be deemed to be an original, and form a fully binding contract.

11.11 Applicable Law; Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. Venue for any suit filed with respect to the enforcement or interpretation of this Agreement shall be in the State District Court located in Caldwell County, Texas. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTER RELATED TO OR ARISING OUT OF THIS AGREEMENT.

11.12 Attorneys' Fees. In the event any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees, court costs and expenses incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

11.13 Limitations on Liability. In no event shall any officer, director, shareholder, partner, member, employee, agent or affiliate of Seller or Buyer have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, liened or levied upon or in any other way held liable for any of the obligations of Seller or Buyer, respectively. Notwithstanding anything to the

contrary contained in this Agreement, in no event shall either party be entitled to recover from the other party in connection with any claim arising out of or relating to this Agreement or any representation made herein, any lost profits or any direct, compensatory, punitive, indirect, consequential or other damages. The limitations contained in this Section 11.13 shall not apply to claims of fraud or intentional misconduct.

11.14 Authority. Each person executing this Agreement, by his execution hereof, represents and warrants that he is fully authorized to do so, however, the Parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

11.15 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement.

11.16 Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefor will be extended to the next day which is not a Saturday, Sunday or legal holiday (a "business day"). Any period during which any act is required to be performed under this Agreement including, without limitation, the providing of notice, which ends on any date which is a Saturday, Sunday or federal holiday shall be performed by 5:00 p.m. Central Time on the next business day.

11.17 No Recording. Seller and Buyer agree that neither this Agreement, a copy of this Agreement, nor any instrument describing or referring to this Agreement, will ever be filed of record in the county records where the Property is located or elsewhere, and in the event this Agreement, a copy of this or any instrument describing or referring to this Agreement is so filed of record by either party or its agents, such act will be considered a default under this Agreement by the recording party, and the non-recording party may, at its option, terminate this Agreement and exercise any other rights or remedies of such party under this Agreement for a default on the part of the recording party. The limitations contained herein shall not apply to any actions taken by Buyer in connection with Buyer's pursuit of the remedy of specific performance.

11.18 Interpretation. The Parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

11.19 No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the Seller and Buyer hereto and no other party will have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

11.20 Confidential Agreement. Prior to Closing, except as required by court order or by operation of law, the terms and conditions of this Agreement will be treated as confidential by both Parties,

and neither any of such terms or conditions nor any copy of this Agreement will be divulged or provided to any third party other than the Parties' respective attorneys, engineers, surveyors, accountants, consultants, brokers, Buyer's actual or potential partners, investors and lenders, if any, and such other third parties whose assistance is required in connection with the consummation of this transaction by either party hereto without the prior consent of the other party hereto. Buyer will use Buyer's commercially reasonable efforts to cause Buyer's lender to retain the confidentiality required pursuant to this Section.

11.21 Title Company. The Parties acknowledge and agree that in the event of any dispute concerning the Earnest Money while the same is in the possession of Title Company, Title Company will have the right to interplead with the state or federal district court in which the Property is located, all or any portion of the Earnest Money received by it pursuant to this Agreement.

11.22 Indemnity Limitation. To the extent, if at all, any indemnity, hold harmless or insurance provision of this Agreement is invalidated by law or otherwise, the remaining indemnity, hold harmless and insurance provisions of this Agreement shall remain in full force and effect.

11.24 Exchange Facilitation. At the option of either party, upon not less than five (5) days written notice to the other party prior to Closing, a party may require the Closing to be achieved pursuant to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code. In such event, the other party agrees to cooperate with the party giving such notice, provided that such facilitation will not delay Closing, or result in any additional cost or expense to the cooperating party, and the cooperating party shall not be required to take title to or to convey the exchange property or to incur any personal liability in connection with the exchange transaction, and the party requiring the exchange facilitation shall indemnify and hold harmless the cooperating party from and against any and all causes, claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from the exchange transaction.

11.25 Waiver. No delay on the part of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any specific waiver by a party of any right or remedy hereunder operate or be construed as a waiver of any other right or remedy hereunder, nor shall any single or partial waiver or exercise of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy hereunder (unless the provisions of this Agreement which establish any such right or remedy provide otherwise). No waiver of any right or remedy hereunder shall be valid or enforceable unless in writing and signed by the party against whom such waiver is sought to be enforced.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, this Agreement has been executed under seal by the undersigned as of the Effective Date.

SELLER:

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Steven Lewis, President

BUYER:

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By: _____
Ben F. Spencer. Manager

JOINDER OF TITLE COMPANY

Title Company executes this Agreement for the sole purpose of agreeing to serve as escrow agent with respect to the Earnest Money and closing in accordance with this Agreement. The undersigned representative of the Title Company hereby agrees to promptly acknowledge receipt of a counterpart original (or multiple original counterparts) of this Agreement executed by both Buyer and Seller, by promptly transmitting by e-mail a copy of this page, signed and dated as of the date of acknowledgment, to all Parties designated for notice in Sections 1.12 and 1.13 of the Agreement, and the Broker identified in Section 1.10 of the Agreement, for the purpose of promptly notifying all Parties of the Effective Date as described in Section 1.3 of the Agreement. The Title Company agrees to invest the Earnest Money in accordance with Section 4.1.

TITLE COMPANY:

Chicago Title Insurance Company
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com

By: _____
Robert P. Jordan,
VP & Commercial Escrow Officer

Date: _____
(The Effective Date)

EXHIBIT "A"

PROPERTY – LOT 2, LOT 3, AND LOT 4

LOT 2:

A certain tract of land situated in the City of Lockhart, Caldwell County, Texas being a part of the Cornelius Crenshaw Survey A-68 and containing approximately 11.820 acres of that 71.476 acre tract conveyed to Lockhart Economic Development Corporation by General Warranty Deed recorded on February 22, 2021 as Document No. 2021-000994 of the Official Public Records of Caldwell County, Texas being more particularly described as follows:

BEGINNING at a red capped iron pin found (markings not legible) used for basis of bearing in the West corner of the above mentioned 71.476 acre tract and the South corner of a tract of land called 99.304 acres and conveyed to SHB Family LP by deed recorded in Volume 636 Page 708 of the said Official Public Records and in the NE line of F.M. #2720 (80' ROW) for the West corner this tract.

THENCE N 58 degrees 31 minutes 44 seconds E with the NW line of the said 71.476 acre tract and the SE line of the said 99.304 acre tract **1691.74 feet** to a ½" iron pin found used for basis of bearing in the North corner of the said 71.476 acre tract and the apparent East corner of the said SHB Family tract and the apparent SW line of a tract of land called 51.82 acres and conveyed to Mary Faye Barnes by deed recorded in Volume 408 Page 608 of the Deed Records of Caldwell County, Texas for the most Westerly North corner this tract.

THENCE S 31 degrees 28 minutes 38 seconds E with a NE line of the said 71.476 acre tract and the apparent SW line of the above mentioned Barnes 51.82 acre tract **1115.38 feet** to a red capped iron pin found in the apparent South corner of the said 51.82 acre tract and the West corner of the above mentioned 43.392 acre tract for an ell corner this tract.

THENCE N 79 degrees 28 minutes 38 seconds E with the NW line of the said 43.392 acre tract and the apparent SE line of the said 51.82 acre tract **557.24 feet** to an aluminum capped iron pin found in the NW line of North Cesar Chavez Parkway SB (State Highway #130) for the most Easterly North corner this tract.

THENCE with the NW line of North Cesar Chavez Parkway SB and over and across the said 43.392 acre tract and partially with the SE line of the said 71.476 acre tract for the following two (2) courses:

(1) S 21 degrees 09 minutes 48 seconds W 929.91 feet to a capped ½" iron pin set (stamped "HINKLE SURVEYORS") for an angle point this tract.

(2) S 07 degrees 50 minutes 42 seconds W 307.87 feet to a capped ½" iron pin set (stamped "HINKLE SURVEYORS") in the intersection of the NW line of North Cesar Chavez Parkway SB and the North line of the Union Pacific RR ROW and in the East corner of the said 71.476 acre tract for the most Southerly East corner this tract.

THENCE S 83 degrees 10 minutes 44 seconds W with the NW line of the said Union Pacific RR ROW and the SE line of the said 71.476 acre tract **1406.29 feet** to a capped ½" iron pin set (stamped "HINKLE SURVEYORS") in the South corner of the said 71.476 acre tract and the intersection of the NW line of the said Union Pacific RR ROW and the NE line of F.M. #2720 for the South corner this tract.

THENCE N 31 degrees 28 minutes 15 seconds W with the SW line of the said 71.476 acre tract and the NE line of F.M. #2720 **1530.63 feet** to the place of beginning containing **75.039 acres** of land more or less.

LOT 2, LOT 3 and LOT 4 DEPICTED:

FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

WITNESS this my hand and seal this _____ day of _____, 2022.

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF CALDWELL)

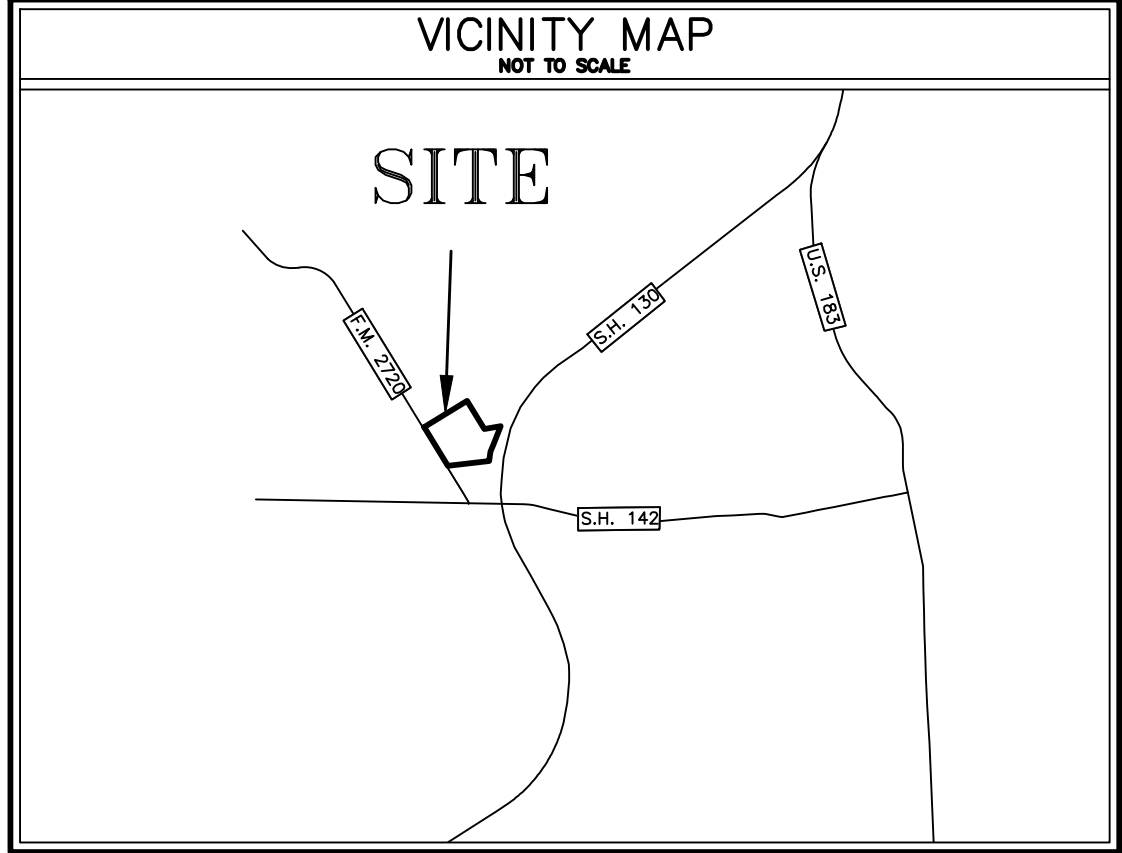
This instrument was acknowledged before me on _____, 2022, by _____
_____, as _____ of LOCKHART ECONOMIC DEVELOPMENT
CORPORATION, a Texas Type B sales tax corporation, on behalf of the corporation.

Notary: _____
Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit "A"
To Special Warranty Deed

LEGAL DESCRIPTION

Exhibit "B"
To Special Warranty Deed
PERMITTED EXCEPTIONS



CORNELIUS CRENSHAW SURVEY
ABSTRACT NO. 68

SITE ADDRESS:
BETWEEN TX-130 AND FM 2720 NORTH OF UNION PACIFIC RAILROAD, WEST OF LOCKHART, TX 78644

LEGAL DESCRIPTION:
BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

METES & BOUNDS DESCRIPTION:

BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOR THE WESTERN CORNER OF SAID 75.033 ACRE TRACT, SAME BEING THE WESTERN CORNER OF A CALLED 10.101 ACRE TRACT, RECORDED IN VOLUME 636, PAGE 66 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS [O.P.R.C.C.T.]. (SAID 10.101 ACRE TRACT BEING PART OF THE 75.033 ACRE TRACT DESCRIBED AS FOLLOWS).

THENCE WITH THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N58°31'0"E, A DISTANCE OF 800.00 FEET TO A FOUND 1/2" IRON ROD AND THE NORTHERN CORNER OF SAID 10.101 ACRE TRACT,

THENCE LEAVING THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT AND CONTINUING AT THE SAME BEARING A DISTANCE OF 891.43 FEET TO A FOUND 1/2" IRON ROD,

THENCE S31°29'12"E, A DISTANCE OF 1,115.56 FEET TO A FOUND 1/2" IRON ROD,

THENCE N79°27'28"E, A DISTANCE OF 557.21 FEET TO A FOUND 5/8" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S21°09'43"W, A DISTANCE OF 654.64 FEET TO A FOUND 1/2" IRON ROD WITH CAP, STAMPED "HOLT CARSON, INC.",

THENCE S21°09'43"W, A DISTANCE OF 275.30 FEET TO A FOUND TXDOT BRASS DISK,

THENCE S07°46'12"W, A DISTANCE OF 307.99 FEET TO A FOUND 1/2" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S83°10'47"W, A DISTANCE OF 1,406.17 FEET TO A FOUND 5/8" IRON ROD,

THENCE N31°28'49"W, A DISTANCE OF 980.76 FEET TO A FOUND 1/2" IRON ROD AND THE SOUTHERLY CORNER OF SAID 10.101 ACRE TRACT,

THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N31°28'49"W, A DISTANCE OF 550.00 FEET TO THE FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOUND FOR THE WESTERLY CORNER OF SAID 10.101 ACRE TRACT AND THE POINT OF BEGINNING AND CONTAINING 75.033 ACRES [3,268,415.83 SQUARE FEET]

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

BENCHMARK NOTE:

BENCHMARK: # 200
ELEVATION: 560.34'
DESCRIPTION: X CUT IN A HEADWALL FOUND LOCATED APPROXIMATELY 1,520 FEET NORTHWEST FROM THE INTERSECTION OF FM 2720 AND W. SAN ANTONIO STREET. [SHOWN HEREON]

FLOODPLAIN NOTE:

ALL OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED ZONE "X", AS SHOWN ON F.I.R.M. PANEL NO. 48055C0115E, CALDWELL COUNTY, TEXAS EFFECTIVE 06/19/2012.

ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X MAY HAVE PONDING AND LOCAL DRAINAGE PROBLEMS THAT DON'T WARRANT A DETAILED STUDY OR DESIGNATION AS BASE FLOODPLAIN. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT DOES NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

UTILITY NOTE:

SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010), AND A VERTICAL DATUM OF NAVD86, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

OWNER:
MIKE KAMERLANDER
LOCKHART ECONOMIC DEVELOPMENT
CORPORATION
215 EAST MARKET STREET
LOCKHART, TX 78644

SURVEYOR:
CHRIS TERRY, RPLS
DOUCET AND ASSOCIATES
12045 STARCREST DRIVE, FLOOR 1
SAN ANTONIO, TX 78247
(210) 469-4564

ENGINEER:
KEITH SCHAUER, PE
DOUCET AND ASSOCIATES
427 ST GEORGE STREET, NUMBER 304
GONZALES, TX 78629
(830) 672-1205

ZONING:
INDUSTRIAL-LIGHT

LOT SUMMARY TABLE		
LOT TYPE	NUMBER OF LOTS	TOTAL ACREAGE
INDUSTRIAL	7	65.176
DRAINAGE	1	5.390
RIGHT-OF-WAY	1	4.464
TOTAL ACREAGE OF SUBDIVISION		75.03

STREET NOTES:

THE STREET NAMES WILL BE FINALIZED PRIOR TO THE PHASE 1 FINAL PLAT.

SIDEWALK/HIKE & BIKE TRAIL NOTES:

A FIVE-FOOT WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE F.M. 2720 FRONTAGE OF THE SUBDIVISION. FOUR-FOOT WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF CAHILL STREET AND DEWITT STREET. A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE NORTH CESAR CHAVEZ PARKWAY SOUTHBOUND FRONTAGE OF THE SUBDIVISION.

THE SIDEWALKS ALONG THE FM 2720 FRONTAGE, AS WELL ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, AND ALONG THE HIKE AND BIKE TRAIL, SHALL BE CONSTRUCTED BY THE SUBDIVIDER WITH THE SUBDIVISION IMPROVEMENTS, PRIOR TO RECORDATION OF THE FINAL PLAT FOR EACH PHASE.

THE SIDEWALKS ALONG CAHILL STREET AND DEWITT STREET, EXCEPT FOR THAT ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, SHALL BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

DRAINAGE NOTE:

THE DRAINAGE LOT WITHIN THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE CITY OF LOCKHART.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

75.03 ACRES
LOCKHART INDUSTRIAL PARK III
SUBDIVISION DEVELOPMENT PLAN
PRELIMINARY PLAT
CITY OF LOCKHART,
CALDWELL COUNTY, TEXAS

DA DOUCET & ASSOCIATES

Civil Engineering • Planning • Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735. Phone: (512)-583-2600
www.doucetengineers.com

TBPELS Firm No.: 10105800
TBPE Firm No.: F-3937

Date: 08/18/2021
Scale: 1" = 100'
Drawn by: **DR**
Reviewed:
Project: **2283-001**
Sheet: **PLAT SHEET 01**
Field Book:
Party Chief:
Survey Date: **01/18/2021**

FOR LEASE **TITAN LOCKHART INDUSTRIAL PARK**

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644





FOR LEASE **TITAN LOCKHART INDUSTRIAL PARK**

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644

Building Park
Four rear-load buildings

Availability

Building 1: 167,812 SF
Building 2: 154,440 SF
Building 3: Planned
Building 4: Planned

Clear Height
32'



TITAN LOCKHART INDUSTRIAL PARK is a brand new Class A industrial spec development for lease in Lockhart, Texas, just west of SH-130. Developed by Titan Development, the park can accommodate buildings of various sizes. Building 1 will begin construction in Q2 2022 with delivery in Q1 2023.

Property Highlights

- Brand new Class A spec industrial park
- Four rear-load buildings
- 32' clear height
- Triple freeport tax exempt
- Just west of SH-130 with easy access
- Aggressive incentives from the City of Lockhart

Omar Nasser
512.684.3721

nasser@aquilacommercial.com

Blake Patterson
512.684.3717

patterson@aquilacommercial.com



Developed by



The information contained herein has been obtained from sources believed reliable. AQUILA Commercial, LLC makes no guaranties or warranties as to the accuracy thereof. The presentation of the property is submitted subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. Included projections, opinions, assumptions or estimates, are for example only, and may not represent current or future performance of the property. Information is for guidance only and does not constitute all or any part of a contract. Last updated 1/2022.

SITE PLAN TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



SITE AERIAL TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



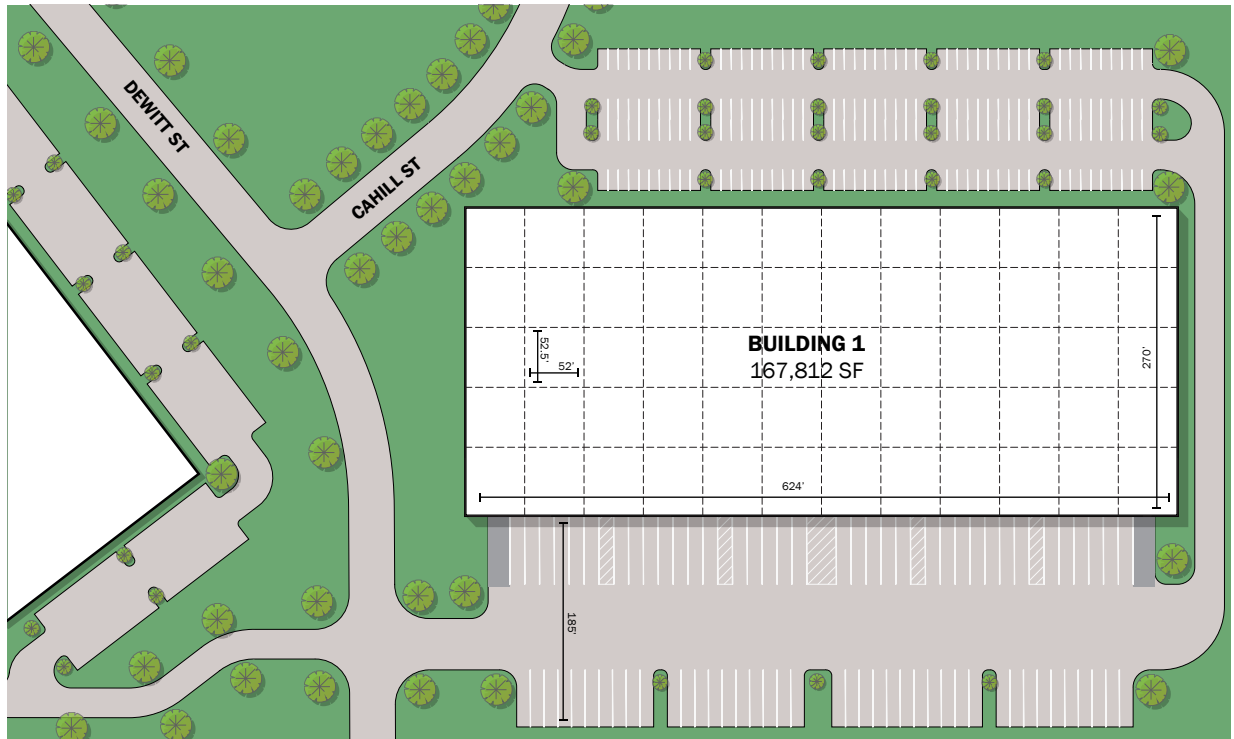
BUILDING 1 TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



BUILDING 1 SPECS

Address	Near FM 2720 & US-130
Timing	Groundbreaking: Q2 2022 Delivery: Q1 2023
Total Size	167,812 SF
Available Space	42,120 – 167,812 SF (Full Building)
Divisible to	42,120 SF
Building Type	Rear Load
Column Spacing	52.5' x 52' Typical with 60' Speed Bay
Clear Height	32'
Ramps	2
Dock Doors	36
Building Depth	270'
Building Width	624'
Truck Court Depth	185'
Sprinklers	ESFR
Power	1600 Amps 3 Phase 480v
Exemption	Triple Freeport Tax Exempt
Auto Parking	200 spaces
Trailer Parking	41 spaces



BUILDING 2

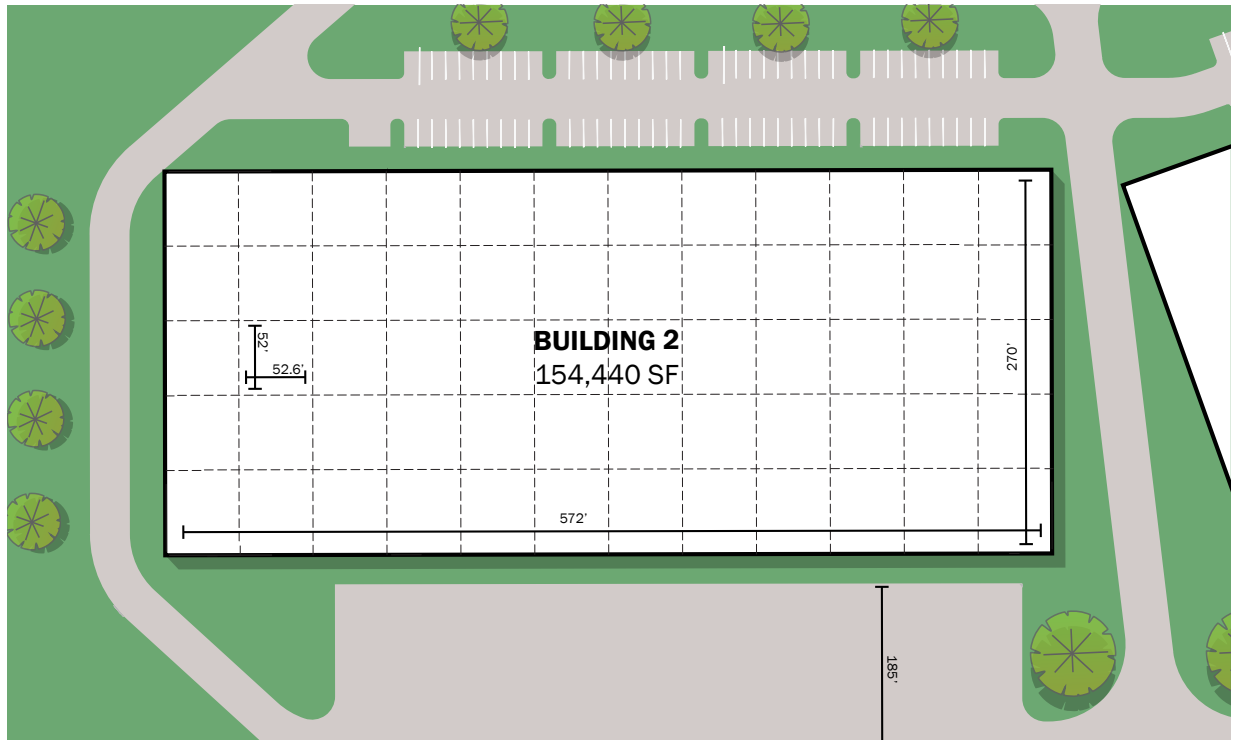
TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



BUILDING 2 SPECS

Address	Near FM 2720 & US-130
Timing	TBD
Total Size	154,440 SF
Available Space	38,610 – 154,440 SF (Full Building)
Divisible to	38,610 SF
Building Type	Rear Load
Column Spacing	52' x 52.6' Typical with 60' Speed Bay
Clear Height	32'
Ramps	2
Dock Doors	25
Building Depth	270'
Building Width	572'
Truck Court Depth	185'
Sprinklers	ESFR
Power	1600 Amps 3 Phase 480v
Exemption	Triple Freeport Tax Exempt
Auto Parking	160 spaces
Trailer Parking	28 spaces



ACCESSIBILITY

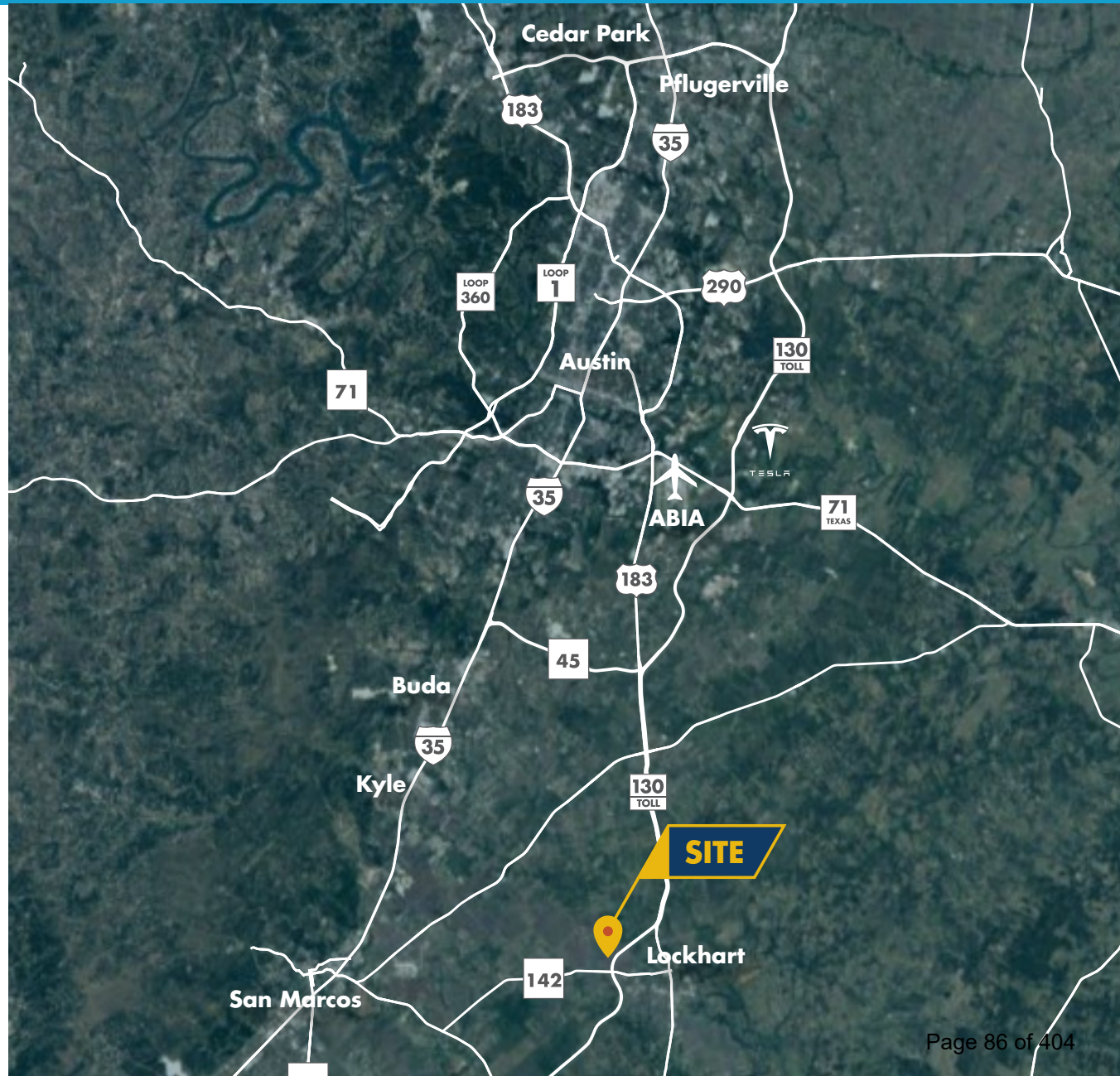
TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



Drive Times

Destination	Miles	Minutes
130 Toll Road	<1 mile	<1 min
San Marcos	15 miles	20 min
ABIA Airport	27 miles	30 min
Tesla Gigafactory	28 miles	30 min
Downtown Austin	34 miles	40 min
The Domain	40 miles	50 min
San Antonio	65 miles	1 hour
Houston	160 miles	2 hours
Dallas	225 miles	3.5 hours



NEARBY AMENITIES

TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



Restaurants

1. Mario's Tacos Restaurant
2. Loop & Lil's Pizza
3. Lilly's
4. Black's Barbeque Lockhart
5. La Cantera Mexican
6. Rosita's Mexican Restaurant
7. Commerce Cafe
8. Load Off Fannys
9. Smitty's Market
10. Henry's Restaurant
11. Market Street Cafe
12. Tacos Toreados
13. Schlotzsky's
14. Subway

Entertainment/Learning

1. Gaslight Baker Theatre

Gyms

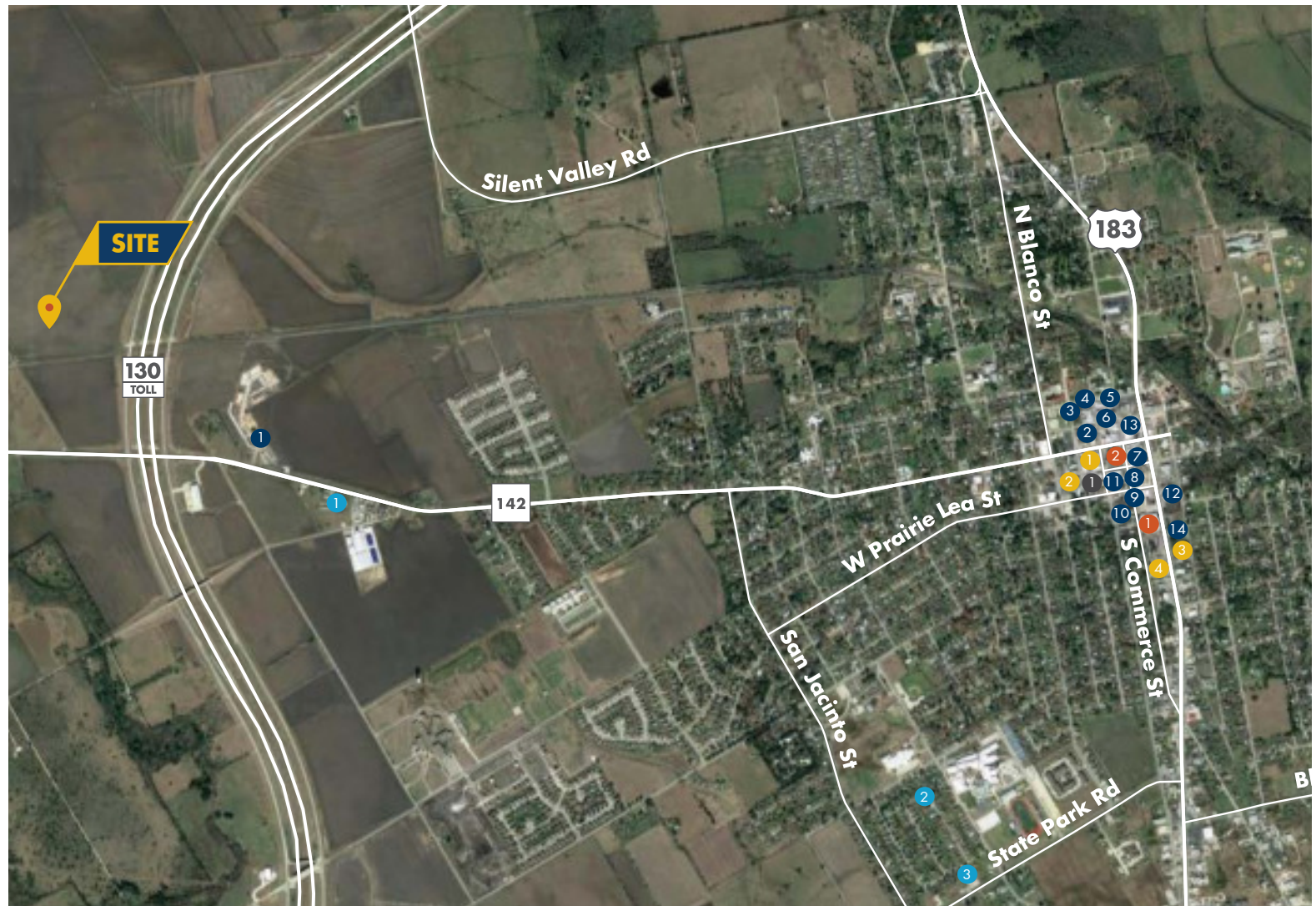
1. Arciniega Boxing Outreach
2. One Ghost Fitness
3. Snap Fitness Lockhart

Groceries/Convenience

1. HEB
2. Good Times Grocery

Banking

1. First Lockhart National Bank
2. Bank OZK
3. Austin Telco Federal Credit Union
4. Sage Capital Union



WHY LOCKHART

Situated just 30 miles south of Austin, Lockhart offers access to surrounding communities with the friendly atmosphere of a small town.

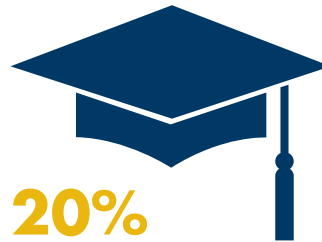
The Texas legislature named Lockhart the official Barbecue Capital of Texas. With great food, breweries, antique shops and more, there is something for everyone in this charming town.

Incentives

The City of Lockhart provides a multitude of incentive opportunities such as tax abatement, enterprise zones and more.

Lockhart is one of the few communities in Central Texas that offers a "Triple Freeport" exemption on qualified inventories.

Education



20%

two-year college degree or higher³

Household Income



\$55,644

median household income¹

50%

of residents make between \$50,000 and \$150,000³

2,257,690

available workforce within a 45-mile radius³

Population



38.9

median age in Lockhart³

13,458

residents in Lockhart³

Home Ownership



61%

homeownership¹

32%

of increase in employment in Caldwell County over the past ten years³

An Affordable Place to Live

The median home sale price is \$251,300²



The Caldwell County Courthouse in Lockhart



Sources: ¹Census ²Redfin ³Lockhart EDC



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

AQUILA Commercial LLC	567896	info@aquilacommercial.com	512-684-3800
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Christopher Perry	428511	perry@aquilacommercial.com	512-684-3803
Designated Broker of Firm	License No.	Email	Phone
_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

Buyer/Tenant/Seller/Landlord Initials

Date

MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, APRIL 11, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; Alfredo Muñoz; Sally Daniel; Doug Foster; Frank Estrada; Juan Alvarez; David Bryant

Board Members Absent: None

Staff Present: Mike Kamerlander; Pam Larison, Treasurer; Nicole Warren, LEDC Attorney

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with Revival Cycles, Inc. pursuant to Sec. 505.159, Local Government Code.

Public hearing open: 6:00 PM
No public present.

Closed: 6:01 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the March 14, 2022 meeting.

No Discussion.

Motion to approve the minutes from the March 14, 2022 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 7 of 7

4.2 Discussion and/or action regarding sales tax and financial statements for March 2022.

- Audit discussion and suggestions

Ms. Larison provided an overview of the financials from the month with no significant issues to report. Sales tax revenues continue to outpace last year's. Ms. Larison went over the auditor's report which contained nothing unusual in the LEDC's accounting. The accounting firm did suggest LEDC funds be placed in its own bank account separate from the City's funds. The board discussed this at length and provided consensus to move forward with the auditor's recommendation.

Motion to approve the March 2022 financial statements.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 7 of 7

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, April 11, 2022 - 6:00 P.M.

Page 1 of 3

4.3 Discussion and/or action regarding LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

The Economic Development Performance Agreement is to provide a rebate of up to \$250,000 to Revival Cycles, Inc. for reimbursement of building renovations including but not limited to window replacements, life safety equipment, and electrical work and upgrades, and a rebate of EDC sales taxes collected by Revival Cycles, Inc. over a 5-year term.

Motion to approve LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.4 Discussion and/or action regarding a property sale agreement for 19.665 acres in Lockhart Industrial Park III with Titan Development.

Due to the right of first refusal with Titan Development, the company has exercised its right to purchase this tract in Industrial Park III. Terms were discussed as part of the agenda packet.

Motion to to Authorize the LEDC President to execute a purchase sale agreement for 19.665 acres in Lockhart Industrial Park III.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.5 Discussion and/or action regarding a property sale agreement for 6.788 acres in Lockhart Industrial Park III with Ziegenfelder Company.

Motion: Doug Foster Second: Alfredo Muñoz Vote: 7 of 7

4.6 Discussion and/or action regarding phase 2 of Lockhart Industrial Park III.

Staff reviewed the current state of Lockhart Industrial Park III and went over the need to begin phase II of the park due to contracting with business entities for land in phase II. Staff went over the possibility of cash flow lagging sales and that the EDC would need to cover those costs until the land sales closed which are all expected by the end of the year.

Motion: Doug Foster Second: Sally Daniel Vote: 7 of 7

4.7 Discussion and/or action regarding authorization of a Memorandum of Understanding between LEDC and the Greater San Marcos Partnership for the Fiscal Year 2021-22.

Staff reviewed the proposed MOU with the Greater San Marcos Partnership for the 2021-22 Fiscal Year. After deliberations, the board decided to remove on provision in the MOU and reduce the investment in GSMP from \$20,000 to \$15,000 for the current fiscal year.

Motion: Doug Foster Second: Juan Alvarez Vote: 7 of 7

5. Executive Session – In: 7:16 PM Out: 7:37 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:

- Summertime
- Revive
- Recycle
- Specs 2
- Rose

6. Board Action from Executive Session

6.1 Motion to accept the LOI terms for Project Specs 2 and direct staff to negotiate a purchase sale agreement as discussed in executive session.

Motion: Doug Foster

Second: Sally Daniel

Vote: 7 of 7

6.2 Motion to authorize the LEDC President to negotiate and execute a Purchase Sale Agreement with Project Rose.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 7 of 7

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for March 2022.

ADJOURN

Motion to Adjourn.

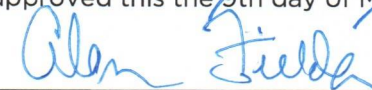
Motion: Alfredo Muñoz

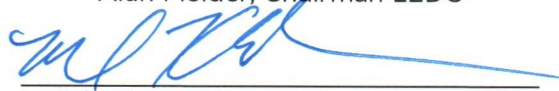
Second: Sally Daniel

Vote: 7 of 7

LEDC Board of Directors Adjourned at 7:44 PM.

Minutes approved this the 13th day of June, 2022.


Alan Fielder, Chairman LEDC


Michael Kamerlander, Secretary LEDC



4903 Woodrow Ave Unit A
Austin, TX 78756

October 1, 2021, 2021

Sent via email to mkamerlander@lockhart-tx.org

Mike Kamerlander, CEcD
Director, Economic Development
Lockhart Economic Development Corporation
215 E. Market Street
Lockhart, TX 78644

RE: Right of First Refusal Lot 2 and Lot 3 in Block C Lockhart Industrial Park III, located near the intersection of San Antonio St, and SH 130, Lockhart, TX (the "ROFR Property")

Dear Mr. Kamerlander,

Outlined below are the terms and conditions of a Right of First Refusal Agreement under which Titan Property Management, LLC, its successors or its assigns ("Titan") would have a first right to purchase from Lockhart Economic Development Corporation ("LEDC") the ROFR Property. Within 14 days of full execution of this Letter of Intent ("LOI"), Titan shall prepare a Right of First Refusal Agreement ("ROFR Agreement") to be executed concurrently with the mutual execution of the Purchase and Sale Agreement between LEDC and Titan for Block A, Lot 2 of the Lockhart Industrial Park III (the "PSA").

ROFR Term: One (1) year from the mutual execution of the ROFR Agreement.

Right of First Refusal: Titan shall have a right of first refusal ("ROFR") to purchase either or both of the Lots comprising the ROFR Property or any portion thereof, that LEDC desires to sell to a Speculative Purchaser (as hereinafter defined). The ROFR shall not apply to an End Use (as hereinafter defined). For the purposes of the ROFR, an End User shall be any party who will immediately develop the lot for its own use. For the purpose of the ROFR, a Speculative Purchaser shall be any party who is purchasing the ROFR Property, or any portion thereof, to hold or for speculative development, to lease to an unrelated third-party, to build a speculative building, or for resale for such purposes. If the City desires to sell the Property to a Speculative Purchase, Titan shall have the right to buy such ROFR Property, or portion thereof, for the same price and general terms as set forth in a bona fide, Speculative Purchaser, third-party offer that the City desires to accept.

Notification Upon Intent
to Sell to End User

In addition to the ROFR, the ROFR Agreement shall provide that, in the event that the City desires to sell the ROFR Property, or any portion thereof, to an End User,

TEXAS
NEW MEXICO
FLORIDA

TITAN DEVELOPMENT

4903 Woodrow Ave Unit A
Austin, TX 78756
6300 Riverside Plaza, Ste. 200
Albuquerque, NM 87120
www.titan-development.com



4903 Woodrow Ave Unit A
Austin, TX 78756

at least fifteen (15) days prior to negotiating or entering into any letter of intent or purchase agreement with the End User, the City shall introduce Titan to such End User and provide Titan the opportunity to meet with the End User and discuss Titan's development of the project for the End User's intended use. In the event that any party other than the End User or its subsidiary acts as the developer of the project (the End User may contract directly with the general contractor building the project), the ROFR will apply.

Titan and LEDC expressly acknowledge and agree that this LOI does not include all essential terms of the ROFR Agreement between LEDC and Titan, and is not intended to do so by either party. Rather, this LOI is intended to set forth an outline of the terms and conditions upon which the ROFR Agreement will be drafted for submission to the parties for review and final approval. LEDC and Titan acknowledge and agree that no agreement will exist between LEDC and Titan as to the ROFR unless and until the ROFR Agreement is executed by both parties. This LOI shall automatically and without further action by either party terminate if the ROFR Agreement has not been executed by 5:00 pm MST on October 8th, 2021.

If this proposal meets with your approval, please have an authorized representative sign below and return to me.

We are looking forward to working with you on this real estate transaction.

Sincerely,

Titan Property Management, LLC

By: Joe Iannacone
Joe Iannacone
Senior VP of Development

APPROVED:

LEDC: _____

By: [Signature]
Name: Steven Lewis
Title: President

TEXAS
NEW MEXICO
FLORIDA

TITAN DEVELOPMENT
4903 Woodrow Ave Unit A
Austin, TX 78756
6300 Riverside Plaza, Ste. 200
Albuquerque, NM 87120
www.titan-development.com

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discuss property sale agreement for 5.352 acres in Lockhart Industrial Park III with RCM Acquisitions, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The attached property sale agreement is for 5.352 acres in Lockhart's new industrial park highlighted in the attached map. The parcel is Block B, Lot 2 of the industrial park. RCM proposes construction of 50,000-100,000 SF of speculative space for future industrial usage.

RCM Acquisitions, LLC is a development company out of Plano, TX. Rose City has done work throughout the State of Texas and the Austin region, most recently in Cedar Park where the Type A EDC board is working with them to develop office space. RCM is familiar with the region and very comfortable working with EDCs.

PSA Details:

1. \$2.75/SF or \$641,116.08 for Block B, Lot 2
2. \$20,000 earnest money.
3. 4-month review period.
4. 2% broker fee to Cantera Real Estate Group. Total: \$12,822.33.
5. Company would abide by same CCRs and restrictions placed on Titan Development.

PROJECT SCHEDULE (if applicable): The contract would be signed immediately which would begin the 4-month due diligence period. Closing would occur shortly after.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: Lockhart EDC Board of Directors unanimously approved the terms and directed the LEDC President to negotiate and execute a purchase sale agreement with RCM Acquisitions, LLC at its April 11, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to instruct the LEDC President to execute the property sale agreement for 5.352 acres in Lockhart Industrial Park II with RCM Acquisitions, LLC.

LIST OF SUPPORTING DOCUMENTS: Purchase and Sale Agreement cl09 city, LOCKHART INDUSTRIAL PARK III - RCM SA Page A-1 Exhibit A, RCP LOI - Lockhart - 2.22.22 - Lot 2 Block B, Approved 4.11.22 LEDC Minutes

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made and entered into by and between Purchaser and Seller.

RECITALS

A. Defined terms are indicated by initial capital letters. Defined terms have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 BASIC INFORMATION

1.1 **Certain Basic Terms.** The following defined terms shall have the meanings set forth below:

- | | | |
|--------|-------------------------------|--|
| 1.1.1 | <i>Seller:</i> | LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation |
| 1.1.2 | <i>Purchaser:</i> | RCM ACQUISITIONS, LLC,
a Texas limited liability company |
| 1.1.3 | <i>Purchase Price:</i> | \$2.75 per square foot (as defined below) of the Property, as determined by the Survey. |
| 1.1.4: | | The lot(s) or parcel(s) of real property consisting of approximately 5.352 acres known as Block B, Lot 2 of the Lockhart Industrial Park III, being located near the intersection of W. San Antonio Street and State Highway 130 in Lockhart, Caldwell County, Texas (the “Land”), being all or a portion of the tax parcel with Property ID# 79142, (see map attached as Exhibit A), and as further determined by the Survey. |
| 1.1.5 | <i>Earnest Money:</i> | \$20,000.00, including interest thereon, to be deposited in accordance with <u>Section 3.1</u> below. |
| 1.1.6 | <i>Title Company:</i> | Heritage Title Company of Austin, Inc.
Attention: Gary Farmer
Indeed Tower
200 West 6th Street
Suite 1600
Austin, Texas 78701
Telephone: 512-505-5000
Email: gfarmer@heritage-title.com |

- 1.1.7 **Escrow Agent:** Heritage Title Company of Austin, Inc.
Attention: Gary Farmer
Indeed Tower
200 West 6th Street
Suite 1600
Austin, Texas 78701
Telephone: 512-505-5000
Email: gfarmer@heritage-title.com
- 1.1.8 **Broker:** Cantera Real Estate Group, LLC
- 1.1.9 **Effective Date:** The date on which this Agreement is executed by the latter to sign of Purchaser or Seller, as indicated on the signature page of this Agreement. If the execution date is left blank by either Purchaser or Seller, the Effective Date shall be the execution date inserted by the other party.
- 1.1.10 **Property Information Delivery Date:** The date which is thirty (30) calendar days after the Effective Date.
- 1.1.11 **Title Commitment Delivery Date:** The date which is thirty (30) calendar days after the Effective Date.
- 1.1.12 **Survey Delivery Date:** The date which is thirty (30) calendar days after the Effective Date.
- 1.1.13 **Title, Survey, and Property Information Review Period:** The period ending thirty (30) calendar days after Purchaser's receipt of the last of the initial Title Commitment, the Survey, and the Property Information.
- 1.1.14 **Inspection Period:** The period beginning on the Effective Date and ending four (4) months after the Effective Date.
- 1.1.15 **Closing Date:** The date which is thirty (30) calendar days after the expiration of the Inspection Period or such earlier date upon which Purchaser and Seller may mutually agree.

1.2 **Closing Costs.** Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment required to be delivered pursuant to <u>Section 5.1</u>	Seller
Premium for standard form Title Policy required to be delivered pursuant to <u>Section 5.5</u>	Seller
Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements to the Title Policy desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Purchaser
Costs of the Survey	Seller
Costs for UCC Searches	Seller
Recording Fee	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes, mortgage taxes or other similar taxes, fees or assessments	Purchaser

Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Purchaser ½ Seller ½
Real Estate Sales Commission to Broker	Seller
All other closing costs, expenses, charges and fees	Purchaser

1.3 **Notice Addresses:**

Purchaser: RCM Acquisitions, LLC
5830 Granite Parkway
Suite #100-372
Plano, Texas 75024
Attention: Tyler Alley
Telephone: 501-690-2166
Email: talley@rosecityllc.com

Copy to: McGuire, Craddock & Strother, P.C.
500 N. Akard, Suite 2200
Dallas, Texas 75201
Attention: Susan Mills Cipione
Telephone: 214-954-6812
Email: scipione@mcsllaw.com

Seller: Lockhart Economic Development Corporation
215 E. Market Street
Lockhart, Texas 78644
Attention: Michael Kamerlander
Telephone: 512-376-0856
Email: mkamerlander@lockhart-tx.org

ARTICLE 2 PROPERTY

2.1.1 In consideration of the mutual covenants and agreements herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties intend to be bound by this Agreement and hereby agree to the terms of this Agreement. Buyer agrees to buy and Seller hereby agrees to sell and convey all of Seller's rights, title and interest in and to the property described in Section 1.1.4 hereof (the "Property") pursuant to the terms and conditions set forth herein.

ARTICLE 3 EARNEST MONEY

3.1 **Deposit and Investment of Earnest Money.** Within five Business Days after the Effective Date, Purchaser shall deposit the Earnest Money with Escrow Agent and deliver a completed, executed Form W-9 to Escrow Agent and Seller. If requested to do so by Purchaser, Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Purchaser, shall not commingle the Earnest Money with any funds of Escrow Agent or others, and shall promptly provide Purchaser with confirmation of the investments made. Such account shall have no penalty for early withdrawal, and Purchaser accepts all risks with regard to such account.

3.2 **Independent Consideration.** If Purchaser elects to terminate this Agreement for any reason and is entitled to receive a return of the Earnest Money pursuant to the terms hereof, the Escrow Agent shall first disburse to Seller \$100.00 as independent consideration for Seller's performance under this Agreement ("**Independent Consideration**"), which shall be retained by Seller in all instances.

3.3 **Form; Failure to Deposit.** The Earnest Money shall be in the form of a certified or cashier's check or a wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, at any time prior to Purchaser's deposit of any such portion of the Earnest Money, Seller may terminate this Agreement by written notice to Purchaser, in which event any Earnest Money that has previously been

deposited by Purchaser with Escrow Agent shall be immediately delivered to Seller and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

3.4 **Disposition of Earnest Money**. The Earnest Money shall be applied as a credit to the Purchase Price at Closing. However, if Purchaser timely elects to terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4.4, Escrow Agent shall pay the entire Earnest Money (less the Independent Consideration) to Purchaser one Business Day following Escrow Agent's receipt of the Due Diligence Termination Notice from Purchaser (as long as the current investment can be liquidated and disbursed in one Business Day and, if not, as promptly as possible). No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Purchaser by Escrow Agent if Purchaser terminates this Agreement pursuant to Section 4.4. In the event of a termination of this Agreement by either Seller or Purchaser for any reason other than pursuant to Section 4.4, Escrow Agent is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or before the tenth Business Day following receipt by Escrow Agent and the non-terminating party of written notice of such termination from the terminating party, unless the other party hereto notifies Escrow Agent that it disputes the right of the other party to receive the Earnest Money. In such event, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All attorneys' fees and costs and Escrow Agent's costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

ARTICLE 4 DUE DILIGENCE

4.1 **Due Diligence Materials To Be Delivered**. Seller shall deliver, or cause to be delivered, to Purchaser the following (the "**Property Information**") on or before the Property Information Delivery Date:

4.1.1 **Environmental Reports**. A copy of all environmental reports or site assessments related to the Property, including but not limited to soil reports and other reports;

4.1.2 **Tax Statements**. A copy of ad valorem tax statements relating to the Property for the current tax period;

4.1.3 **Title and Survey**. A copy of Seller's most current title insurance information, if any, and most current survey of the Property, if any;

4.1.4 **Service Contracts**. A list, together with copies, of Service Contracts;

4.1.5 **Condemnation Notices**. Any and all information regarding notice of condemnation plans, proceedings, or awards affecting the Property;

4.1.6 **Property Owners' Association**. All property owners' association documents (proposed and existing);

4.1.7 **Surveys**. Any existing survey or topographical survey of the Property;

4.1.8 **Agreements**. All contracts, agreements, assessments, and letters of commitment affecting the Property;

4.1.9 **Engineering Studies and Soil Reports**. All engineering studies and soil reports relating to the Property;

4.1.10 **Leases**. Copies of all leases, licenses, or occupancy agreements affecting any portion of the Property, and all amendments and correspondence relating thereto (each, a “**Lease**” and collectively, the “**Leases**”); and

4.1.11 **Other Information**. Any other information that does or may affect the Property for its intended use.

4.2 **Intentionally Deleted**.

4.3 **Physical Due Diligence**. Commencing on the Effective Date and continuing until the Closing or earlier termination of this Agreement, Purchaser shall have access to the Property at all reasonable times during normal business hours for the purpose of conducting tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests, as Purchaser deems necessary or advisable in its sole discretion, provided that Purchaser must give Seller one full Business Days’ written notice of any such inspection or test. Purchaser shall bear the cost of all such inspections or tests, which obligation shall survive the termination of this Agreement. Notwithstanding anything herein to the contrary, Purchaser shall have no responsibility for any expense, loss or damage to the extent arising from any act or omission of Seller during any such inspection, or for any expense, loss or damage resulting from the discovery or release of any Hazardous Materials at the Property (other than Hazardous Materials brought on to the Property by Purchaser or its representatives, agents or contractors).

4.4 **Due Diligence/Termination Right**. Purchaser shall have through the last day of the Inspection Period in which to examine, inspect, and investigate the Property Information and any other information provided by Seller in connection with the transactions contemplated by this Agreement (including any notes, memoranda, summaries, analyses, compilations, and other writings relating to the Property Information or based on the Property Information prepared by or on behalf of Purchaser, collectively, the “**Property Documents**”) and the Property and, in Purchaser’s sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. Notwithstanding anything to the contrary in this Agreement, Purchaser may terminate this Agreement for any reason or no reason by giving written notice of termination to Seller and Escrow Agent (the “**Due Diligence Termination Notice**”) on or before the last day of the Inspection Period. If Purchaser does not give a Due Diligence Termination Notice, this Agreement shall continue in full force and effect, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

4.5 **Return of Documents and Reports**. As additional consideration for the transaction contemplated herein, Purchaser shall provide copies of all Reports to Seller, (which may be delivered electronically by Purchaser to Seller in .pdf format) to Seller, within five Business Days following Purchaser’s distribution of the Due Diligence Termination. “**Reports**” mean third-party reports, tests, test results, investigations and studies relating to the existing physical condition of the Property, including, but not limited to, Environmental Reports, together with any correspondence between Purchaser and any governmental entity or utility provided with regard to the Property, but expressly excluding (a) any appraisals or other economic evaluations of, or projections with respect to, all or any portion of the Property, including, without limitation, budgets prepared by or on behalf of Purchaser or any affiliate of Purchaser, (b) any documents, materials or information which are subject to attorney/client, work product or similar privilege, which constitute attorney communications with respect to the Property and/or Purchaser, or which are subject to a confidentiality agreement. “**Environmental Reports**” means any third-party reports, tests, test results, investigations, and studies that pertain to contamination of, or environmental concerns regarding the existing condition of the Property. The Reports shall be delivered to Seller without any representation or warranty as to the completeness or accuracy of the Reports or any other matter relating thereto.

4.6 **Service Contracts**. On or prior to the last day of the Inspection Period, Purchaser will advise Seller in writing of which Service Contracts it will assume and for which Service Contracts Purchaser requires that Seller deliver written termination at or prior to Closing. Seller shall deliver, at Closing, notices of termination of all Service Contracts that are not so assumed. Purchaser must assume

the obligations arising from and after the Closing Date under those Service Contracts that Purchaser has agreed to assume. Seller shall defend, indemnify, and hold harmless Purchase from and against all claims by third parties under any Service Contract not assumed by Purchaser at Closing and under any contracts that were not disclosed to Purchaser during the Inspection Period.

4.7 **Purchaser's Responsibilities**. In conducting any inspections, investigations or tests of the Property and/or Property Documents, Purchaser and its agents and representatives shall: (a) not disturb or interfere to more than a de minimis extent with the rights of any third parties; (b) not interfere to more than a de minimis extent with the operation and maintenance of the Property; (c) not damage any part of the Property or any personal property owned or held by any third party; (d) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or other third parties or their respective agents, guests, invitees, contractors or employees; (e) comply with all applicable laws; (f) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property, except as expressly provided herein; (g) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (h) repair any damage to the Real Property resulting directly or indirectly from any such inspection or tests.

ARTICLE 5 TITLE AND SURVEY

5.1 **Title Commitment**. Seller shall cause to be prepared and delivered to Purchaser on or before the Title Commitment Delivery Date: (a) a current commitment for title insurance (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price and on a Texas T-7 Form commitment, with Purchaser as the proposed insured, and (b) copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.

5.2 **Survey**. Seller shall cause to be prepared and delivered to Purchaser on or before the Survey Delivery Date, a current survey of the Real Property (the "**Survey**") prepared by a professional surveyor licensed in the State of Texas. The Survey must be acceptable to Purchaser and in form acceptable to Title Company for the Title Company to delete the survey exception from the Title Policy or otherwise satisfy Purchaser's objectives.

5.2.1 The Survey must:

- (a) Set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
- (b) Show that the Survey was made on the ground with corners marked with monuments either found or placed;
- (c) Show any discrepancies or conflicts in boundaries, and any visible encroachments;
- (d) Contain the surveyor's certificate that the Survey is true and correct;
- (e) Show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent: (a) buildings, (b) building set back lines, (c) streets and roads, (d) 100-year flood plan, (e) improvements, (f) encroachments, (g) easements, (h) recording information of recorded easements, (i) pavements, (j) protrusions, (k) fences, (l) rights-of-way, and (m) any markers or other visible evidence of utilities; and
- (f) Show the gross land area of the Property and the Net Land Area, expressed in both acres and square feet. The term "**Net Land Area**" means the gross land area of the Property less then area within utility easements, drainage easements, access easements, rights-of-way, 100-year flood plain, and any encroachments on the Property.

5.3 **Title, Survey, and Property Information Review Period.** During the Title, Survey, and Property Information Review Period, Purchaser shall review title to the Property as disclosed by the Title Commitment, the Survey, and the Property Information, and notify Seller of any objections to matters shown or referred to in the Title Commitment, Survey, or Property Information. Any title encumbrances or exceptions which are referred to in the Title Commitment or on the Survey and to which Purchaser does not object during the Title and Survey Review Period shall be deemed to be “**Exceptions**” (herein so called) to the status of Seller's title. Provided however, Purchaser shall have a continuing right to update the Title Commitment and Survey after the Title, Survey, and Property Information Review Period up until Closing, and Seller shall have the obligation to cure any title defect occurring during or after the Title, Survey, and Property Information Review Period. In the event Purchaser objects to any matters shown or referred to in the Title Commitment, on the Survey, or in the Property Information during the Title, Survey, and Property Information Review Period, Seller shall have a period of ten (10) days (the “**Cure Period**”) within which to satisfy Purchaser's objections. In the event Seller is unable or unwilling to satisfy Purchaser's objections within the Cure Period, Purchaser shall have the option to either waive Purchaser's objections and purchase the Property as otherwise contemplated by this Agreement, in which event such waived objections shall become Exceptions or terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser neither Seller nor Purchaser shall have any further rights, obligations or liabilities hereunder. Except as herein provided, Seller shall have no obligation to cure any objection raised by Purchaser during the Title, Survey, and Property Information Review Period and may elect to notify Purchaser in writing at any time during the Cure Period that it is unable or unwilling to satisfy any of Purchaser's objections. Provided however, if a title exception or title encumbrance is created during or after the expiration of the Title, Survey, and Property Information Review Period, Seller shall be obligated to cure such defect.

5.4 **Mandatory Cure Items.** Any other provision herein to the contrary notwithstanding, (a) all liquidated liens disclosed in the Title Commitment (or any subsequent commitment); (b) all other exceptions disclosed in the Title Commitment (or any subsequent commitment) which arise on or after the Effective Date and are not attributable to actions by Purchaser; and (c) all of Purchaser's objections that Seller agrees in writing to cure at or prior to Closing (collectively, the “**Mandatory Cure Items**”), shall be satisfied, cured or removed by Seller, at Seller's sole cost and expense, at or prior to the Closing, as a condition precedent to Purchaser's obligation to purchase the Property.

5.5 **Delivery of Title Policy at Closing.** In the event that the Title Company does not issue at Closing, or unconditionally commit at Closing to issue, to Purchaser, an owner's title policy in accordance with the Title Commitment, insuring Purchaser's fee simple title to the Real Property in the amount of the Purchase Price, subject only to the standard exceptions and exclusions from coverage contained in such policy and the Exceptions (the “**Title Policy**”), Purchaser shall have the right to terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

ARTICLE 6 COVENANTS, OPERATIONS AND RISK OF LOSS

6.1 **Ongoing Operations.** From the Effective Date through Closing:

6.1.1 **Service Contracts.** Seller will perform its material obligations under the Service Contracts.

6.1.2 **New Contracts.** Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause and without the payment of any termination penalty on not more than 30 calendar days' prior notice.

6.1.3 **Intentionally Deleted.**

6.1.4 **Leasing; License Agreements.** Seller will not enter into any new lease or new license agreement without providing Purchaser (a) all relevant supporting documentation, as reasonably determined by Seller, including, without limitation, tenant financial information to the extent in Seller's possession, and (b) Seller's request for Purchaser's approval. If Purchaser's consent is requested by Seller as to a new lease or new license agreement, Purchaser agrees to give Seller written notice of approval or disapproval of a proposed new lease or new license agreement within five Business Days after Purchaser's receipt of the items in Sections 6.1.4(a) and 6.1.4(b). If Purchaser does not respond to Seller's request within such time period, then Purchaser will be deemed to have disapproved such new lease or new license agreement. Purchaser may withhold its consent in its reasonable discretion, and Seller may not enter into a new lease or new license agreement without Purchaser's written consent or deemed consent, as provided above.

6.1.5 **Change in Conditions.** Seller acknowledges that Purchaser will rely upon the Title Commitment, Survey, Property Information, and other materials delivered by Seller to Purchaser hereunder to satisfy itself with respect to the condition and operation of the Property, and Seller agrees that, in the event that Seller discovers that the information contained in any of the materials delivered to Purchaser hereunder is inaccurate or misleading in any respect, due to the passage of time or intervening circumstances or otherwise, then Seller will promptly notify Purchaser of such changes and supplement such materials.

6.1.6 **Cessation of Marketing.** Seller (a) will not contract to sell or lease the Property to any other person (whether or not such contract is denominated as a "back-up" contract), (b) will cease all efforts to market the Property to any other prospective buyer or lessee thereof, and (c) will inform any such prospective buyer or lessee inquiring as to the status of the Property that it is under contract of sale.

6.2 **Damage.** If prior to Closing the Property is damaged by fire or other casualty, Seller shall estimate the cost to repair and the time required to complete repairs and will provide Purchaser written notice of Seller's estimation (the "**Casualty Notice**") no later than ten (10) days after the occurrence of the casualty. In such event, neither Purchaser nor Seller shall have the right to terminate this Agreement, and Seller shall, at its option, either (a) repair the damage before the Closing in a manner reasonably satisfactory to Purchaser (and if necessary, Seller may extend the Closing Date up to 30 calendar days to complete such repairs), or (b) credit Purchaser at Closing for the reasonable cost to complete the repair (in which case Seller shall retain all insurance proceeds and Purchaser shall assume full responsibility for all needed repairs).

6.3 **Condemnation.** If proceedings in eminent domain are instituted with respect to the Property or any portion thereof, Purchaser may, at its option, by written notice to Seller given within ten calendar days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full ten calendar day period to make such election), either: (a) terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above.

ARTICLE 7 CLOSING

7.1 **Closing.** The consummation of the transaction contemplated herein ("**Closing**") shall occur on the Closing Date at the offices of Escrow Agent (or such other location as may be mutually agreed upon by Seller and Purchaser). Funds shall be deposited into and held by Escrow Agent in a closing escrow account with a bank satisfactory to Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and

deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

7.2 **Seller's Deliveries in Escrow.** As of or prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

7.2.1 **Deed.** A Special Warranty Deed (the "Deed"), in the form depicted in Exhibit B attached hereto, subject only to the Exceptions;

7.2.2 **Bill of Sale, Assignment and Assumption.** A Bill of Sale, Assignment and Assumption of Contracts in the form of Exhibit C attached hereto (the "**Assignment**"), executed and acknowledged by Seller, vesting in Purchaser, Seller's right, title and interest in and to the property described therein free of any claims;

7.2.3 **Conveyancing or Transfer Tax Forms or Returns.** Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property;

7.2.4 **FIRPTA.** A Foreign Investment in Real Property Tax Act affidavit in the form of Exhibit D attached hereto executed by Seller;

7.2.5 **Assignment and Assumption of Leases.** If applicable, an assignment and assumption of Leases in form reasonably acceptable to Seller and Purchaser (the "**Assignment of Leases**");

7.2.6 **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;

7.2.7 **Affidavit Regarding Representations.** An affidavit affirming all of Seller's representations and warranties contained in this Agreement and acknowledging that the same survive Closing;

7.2.8 **Leases.** If applicable, the original Leases, with all amendments and correspondence relating thereof; and

7.2.9 **Additional Documents.** Any additional documents that Escrow Agent, Title Company, or Purchaser may require for the proper consummation of the transaction contemplated by this Agreement.

7.3 **Purchaser's Deliveries in Escrow.** As of or prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

7.3.1 **Bill of Sale, Assignment and Assumption.** The Assignment, executed and acknowledged by Purchaser;

7.3.2 **Assignment and Assumption of Leases.** If applicable, the Assignment of Leases, executed and acknowledged by Purchaser;

7.3.3 **Conveyancing or Transfer Tax Forms or Returns.** Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Real Property;

7.3.4 **Authority.** Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy; and

7.3.5 **Additional Documents.** Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Purchaser or result in any new or additional obligation, covenant, representation or warranty of Purchaser under this Agreement beyond those expressly set forth in this Agreement).

7.4 **Closing Statements.** As of or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form required by Escrow Agent.

7.5 **Purchase Price.** At or before 2:00 p.m. local time on the Closing Date, Purchaser shall deliver to Escrow Agent the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date (and, if requested by Seller, by wire transfer); in the event that Escrow Agent is unable to deliver good funds to Seller or its designee on the Closing Date, then the closing statements and related prorations will be revised as necessary.

7.6 **Possession.** Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Exceptions.

ARTICLE 8 PRORATIONS, DEPOSITS, COMMISSIONS

8.1 **Prorations.** At Closing, the following items shall be prorated as of the Closing Date with all items of income and expense for the Property being borne by Purchaser from and after (and including) the Closing Date: income and rents that have been collected by Seller as of Closing; fees and assessments; prepaid expenses and obligations under Service Contracts; accrued operating expenses; real and personal ad valorem taxes ("**Taxes**"); and any assessments by private covenant for the then-current calendar year of Closing. Specifically, the following shall apply to such prorations:

8.1.1 **Taxes.** If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing. Any additional Taxes relating to the year of Closing or prior years arising out of a change in the use of the Real Property or a change in ownership shall be paid by Seller and will not be assumed by Purchaser at Closing and paid by Seller when due and payable. This Section shall survive Closing.

8.1.2 **Utilities.** Purchaser shall take all steps necessary to effectuate the transfer of all utilities, if any, to its name as of the Closing Date, and where necessary, post deposits with the utility companies. Seller shall ensure that all utility meters are read as of the Closing Date. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date.

8.2 **Closing Costs.** Closing costs shall be allocated between Seller and Purchaser in accordance with Section 1.2.

8.3 **Commissions.** If and only if the Closing occurs hereunder, Seller has agreed to pay Broker a commission in the amount of 2% of the Purchase Price; provided, that no such commission shall be due to any Broker if the Closing fails to occur for any reason, including, without limitation, the termination of this Agreement by Seller or Purchaser or the default by Seller or Purchaser. Seller shall defend, indemnify, and hold harmless Purchaser, and Purchaser shall defend, indemnify, and hold

harmless Seller, from and against all claims by third parties (other than the Broker claiming by, through or under such party) for brokerage, commission, finders, or other fees relative to this Agreement or the sale of the Property, and all court costs, attorneys' fees, and other costs or expenses arising therefrom, and alleged to be due by authorization of the indemnifying party.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that, as of the Effective Date and as of the Closing Date:

9.1.1 Seller has no knowledge of any violation of any laws, regulations or codes, nor has Seller received any written or other notice of any alleged violations of any laws, regulations or codes;

9.1.2 Seller has no knowledge of, nor has Seller received any written or other notice of, any pending or threatened claims or notices of condemnations, changes in zoning, or special assessments, concerning the Property;

9.1.3 Except (a) as may be set forth in any Phase I Environmental Site Assessment delivered to Purchaser for the Property, and (b) any Hazardous Substances used in the ordinary course of the operation of the Property, all in accordance with all applicable laws, Seller has no knowledge of any releases of, or the existence of, any Hazardous Substances on, under, or from the Property. The term "**Hazardous Materials**" means any substance, material or waste which becomes regulated by any local or state governmental authority of the United States Government. The term "**Hazardous Material**" includes, without limitation, any material or substance which is: (A) defined as a "hazardous substance" or "hazardous material" by any local or state law; (B) oil and petroleum products and their by-products; (C) asbestos; (D) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act; (E) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act; or (F) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act.

9.1.4 Seller owns the Property and has the right, power and authority to enter into this Agreement and to cause the Property to be sold in accordance with its terms and conditions. Seller is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Seller's powers and have been duly authorized. The person executing this Agreement on behalf of Seller has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to equitable principles and laws applicable generally to creditor's rights;

9.1.5 There is no agreement to which Seller is a party or, to the best of Seller's knowledge, is binding on Seller or the Property that is in conflict with this Agreement or that might render Seller unable to perform its obligations under this Agreement; and there is no pending or, to Seller's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting the Property that challenges or would materially impair the ability of Seller to execute, deliver, or perform its obligations under this Agreement;

9.1.6 Seller has received no written notice of any threatened or pending condemnation or similar proceedings affecting the Property, and to Seller's best current actual knowledge, there are no threatened or pending condemnation or similar proceedings affecting the Property.

9.1.7 To the best of Seller's knowledge, all of the Property Information which is delivered by Seller to Purchaser pursuant to Section 4.1 are complete copies of such items as are in Seller's possession and contained in Seller's files.

9.1.8 There are no parties in possession of the Property and there are no binding lease agreements affecting the Property. No person, firm, corporation, or other entity has any right to purchase, right of first refusal, option to purchase or any other right or option to acquire all or any part of the Property and any such rights or options previously granted by Seller covering any part of the Property have been fully released.

9.1.9 Except for recorded covenants described in the Title Commitment, to Seller's knowledge, there is no other agreement, understanding or restriction with or for the benefit of any person or entity, whether private, public or quasi-public, that will be binding upon Purchaser after Closing and which may prevent or limit in any way the current use, or Purchaser's intended use, of the Property or for any uses allowed by current zoning regulations.

9.1.10 Seller is the sole owner of good and indefeasible fee simple title to the Property.

Seller acknowledges that Purchaser has relied and will rely on the representations and warranties of Seller in executing this Agreement and in closing the purchase and sale of the Property pursuant to this Agreement, and Seller, during the term of this Agreement, agrees to notify Purchaser promptly in the event that Seller obtains knowledge of any change affecting any of such representations and warranties, in which event Purchaser shall be entitled to exercise the remedies set forth Article 10 hereof. Until and unless Seller's warranties and representations shall have been qualified and modified as appropriate by any such additional information provided by Seller to Purchaser, Purchaser shall continue to be entitled to rely on Seller's representations and warranties set forth in this Agreement, notwithstanding any contrary information resulting from any inspection of investigation made by or on behalf of Purchaser.

9.2 **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller that:

9.2.1 Purchaser has the right, power and authority to enter into this Agreement and to cause the Property to be purchased in accordance with its terms and conditions. Purchaser is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Purchaser's powers and have been duly authorized. The person executing this Agreement on behalf of Purchaser has the authority to do so;

9.2.2 There is no agreement to which Purchaser is a party or, to the best of Purchaser's knowledge, is binding on Purchaser that is in conflict with this Agreement or that might render Purchaser unable to perform its obligations under this Agreement; and there is no pending or, to Purchaser's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting Purchaser that challenges or would materially impair the ability of Purchaser to execute, deliver, or perform its obligations under this Agreement.

9.3 **Survival of Representations and Warranties.** The representations and warranties set forth in this Article 9 shall survive the Closing. The provisions of this Section 9.3 shall survive the Closing. Any breach of a representation or warranty shall constitute a default by the party making such representation and the other party shall have the remedies set forth in Article 10 hereof for such default.

9.4 **Purchaser's Covenants.** Purchaser covenants and agrees with Seller that, (a) after the Effective Date and continuing through the earlier of termination of this Agreement or Closing, and (b) if Closing occurs, on and after the Closing Date, the use and users that Purchaser will promote, utilize, and implement on the Property will be similar to the types of uses and users listed below:

9.4.1 **Uses:** light manufacturing – indoors; warehousing and distribution – indoors; small amounts of outdoor storage; and

9.4.2 **Examples of Users:** O'Reilly Auto Parts Distribution Center, Ben E. Keith Foods, Texas Speed Performance, EDC Moving Systems, Paradigm Metals, Canadian General Tower, T.J. Maxx Distribution Center, 3-Way Logistics, Kval Machinery, Ovivo Water, Brycomm, Berger Allied Moving and Storage.

ARTICLE 10 DEFAULT AND REMEDIES

10.1 **Seller's Remedies.** If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement for any reason except failure by Seller to perform hereunder, Seller shall be entitled, as its sole remedy, to terminate this Agreement and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

10.2 **Purchaser's Remedies.** If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except failure by Purchaser to perform hereunder, and such default or breach is not cured by the earlier of the third Business Day after written notice thereof from Purchaser or the Closing Date (Purchaser hereby agreeing to give such written notice to Seller within one Business Day after Purchaser first learns of any such default or breach by Seller, except no notice or cure period shall apply if Seller fails to consummate the sale of the Property hereunder), Purchaser may, as its remedies, (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing and recover the Earnest Money, (b) proceed at law or equity to enforce this Agreement, including but not limited to an action for specific performance and/or an action for damages, and/or (c) waive said failure or breach and proceed to Closing without any reduction in the Purchase Price.

10.3 **Attorneys' Fees.** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims, to the extent allowed by law.

10.4 **Other Expenses.** If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to Escrow Agent for holding the Earnest Money as well as any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Title Commitment.

ARTICLE 11 MISCELLANEOUS

11.1 **Parties Bound; Assignment.** This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Purchaser may assign its rights under this Agreement upon the following conditions: (a) the assignee of Purchaser shall assume all obligations of Purchaser hereunder, but Purchaser shall remain primarily liable for the performance of Purchaser's obligations, and (b) a copy of the fully executed written assignment and assumption agreement shall be delivered to Seller at least one Business Day prior to Closing.

11.2 **Headings.** The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

11.3 **Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and

operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

11.4 **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the State of Texas.

11.5 **Survival.** The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing (other than any unfulfilled closing conditions which have been waived or deemed waived by the other party) shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

11.6 **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All Exhibits hereto are incorporated herein by this reference for all purposes.

11.7 **Time.** Time is of the essence in the performance of this Agreement.

11.8 **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (a) by overnight delivery using a nationally recognized overnight courier, (b) by personal delivery, or (c) by electronic mail addressed to the electronic mail address set forth in Section 1.3 for the party to be notified with a confirmation copy delivered by another method permitted under this Section 11.8. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof). Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

11.9 **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

11.10 **Calculation of Time Periods; Business Day.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the state in which the Real Property is located. As used herein, the term "***Business Day***" means any day that is not a Saturday, Sunday or legal holiday for national banks in the city in which the Real Property is located.

11.11 **Execution in Counterparts.** This Agreement (and any alterations, amendments or modifications thereto) may be executed in any number of counterparts, each of which shall be deemed to

be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement (or any alteration, amendment or modification thereto), the parties may execute and exchange by electronic mail PDF counterparts of the signature pages, provided that executed originals thereof are forwarded to the other party on the same calendar day by any of the delivery methods set forth in Section 11.8 other than electronic mail PDF. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement (or any alteration, amendment or modification thereto) to physically form one document.

11.12 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

11.13 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

11.14 Reporting Person. Purchaser and Seller hereby designate the Title Company as the "reporting person" pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

11.15 Like-Kind Exchange. Purchaser may consummate the purchase of the Property as part of a so-called like-kind exchange (the "**Exchange**") pursuant to §1031 of the Internal Revenue Code of 1986, as amended, provided that (a) Purchaser shall notify Seller in writing no later than ten calendar days before Closing that it intends to consummate this transaction as part of an Exchange, and shall provide with such notice all material information relating to the parties and properties to the Exchange; (b) all costs, fees, and expenses attendant to the Exchange shall be the sole responsibility of Purchaser, and Purchaser shall indemnify and hold harmless Seller from and against any such costs, fees, and expenses; (c) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to Purchaser's obligations and covenants under this Agreement; and (d) Seller shall not be required to acquire or hold title to any real property other than the Property for purposes of consummating the Exchange. Purchaser agrees to defend, indemnify and hold Seller harmless from any liability, damages, or costs, including (without limitation) reasonable attorneys' fees, that may result from Seller's acquiescence to the Exchange. Seller shall not, by this Agreement or acquiescence to the Exchange, (1) have its rights under this Agreement, including (without limitation) those that survive Closing, affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Purchaser that the Exchange in fact complies with §1031 of the Internal Revenue Code of 1986, as amended. The terms of this Section shall survive Closing.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

LOCKHART ECONOMIC DEVELOPMENT CORPORATION,

a Texas Type B sales tax corporation

By: _____

Name: _____

Title: _____

Date of Seller's Signature: _____

PURCHASER:

RCM ACQUISITIONS, LLC,

a Texas limited liability company

By: _____

Tyler Alley, Manager

Date of Purchaser's Signature: _____

JOINDER BY ESCROW AGENT

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent has received and shall hold the Earnest Money required to be deposited under this Agreement and the interest earned thereto, in escrow, and shall disburse the Earnest Money, and the interest earned thereon, pursuant to the provisions of this Agreement.

HERITAGE TITLE COMPANY OF AUSTIN, INC.

By: _____

Name: _____

Title: _____

Date Executed by Escrow Agent: _____

EXHIBIT A
ATTACHED MAP
LEGAL DESCRIPTION OF LAND

EXHIBIT B

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

KNOW ALL MEN BY THESE PRESENTS:

THAT LOCKHART ECONOMIC DEVELOPMENT CORPORATON, a Texas Type B corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of _____ (\$_____.00) DOLLARS and other valuable consideration to the undersigned paid by _____, whose address is _____ ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, and upon and subject to the exceptions, encumbrances, terms, provisions and reservations hereinafter set forth and described, has GRANTED, BARGAINED, AND CONVEYED, and these present does hereby GRANT, BARGAIN, and CONVEY unto Grantee the real property located in Caldwell County, Texas, fully described on Exhibit "A", attached hereto and incorporated herein by reference for all purposes, together with all improvements thereon, and all rights, benefits, privileges, tenements, hereditaments, roads, rights-of-way, easements, appendages and appurtenances relating thereto including any right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, strips and acres contiguous and adjacent to such land, including reversion and remainder interests related thereto on said land and improvements (collectively referred to as the "Property").

This conveyance is made and accepted subject to (a) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (b) all matters affecting the Property and filed of record in the real property records of Caldwell County, Texas (hereinafter collectively referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereof in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular such premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, subject, however to the Permitted Exceptions.

(Signature on the following page)

EXECUTED on the date of the acknowledgment, but to be EFFECTIVE as of the _____ day of _____, 2022.

LOCKHART ECONOMIC DEVELOPMENT
CORPORATON

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ of, LOCKHART ECONOMIC DEVELOPMENT CORPORATON, on its behalf.

Notary Public – State of Texas

EXHIBIT C

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION
OF CONTRACTS**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "**Bill of Sale**") is made as of _____, 20__, by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

WITNESSETH:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

(a) All intangible personal property related to the management, maintenance or operation of that certain land and improvements located in the County of _____, State of _____, as more particularly described in Schedule 1 hereto and made a part hereof ("**Real Property**"). and the improvements thereon (the "**Improvements**"), including, without limitation: all trade names and trademarks associated with the Real Property and the Improvements, including Assignor's rights and interests, if any, in the name of the Real Property; the plans and specifications and other architectural and engineering drawings for the Improvements, if any; warranties (to the extent assignable without cost to Seller); governmental permits, approvals and licenses, if any; and telephone exchange numbers (collectively, the "**Intangible Personal Property**").

(b) Those certain contracts set forth on Schedule 2 hereto and made a part hereof, and all warranties, guaranties, indemnities and claims (including, without limitation, for workmanship, materials and performance) and which exist or may hereafter exist against any contractor, subcontractor, manufacturer or supplier or laborer or other services relating thereto (collectively, the "**Contracts**").

2. This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement (as amended, the "**Purchase Agreement**") dated as of _____, 20__, between Assignor and Assignee, providing for, among other things, the conveyance of the Intangible Personal Property and the Contracts.

3. Assignee hereby accepts the assignment of the Intangible Personal Property and the Contracts and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations.

4. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Contracts, to the extent accruing prior to the date hereof.

5. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT D

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform _____ ("**Transferee**") that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("**Transferor**"), the beneficial owner of _____ (U.S. employer identification number _____), the undersigned, in his capacity as _____ of _____, but not individually, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is _____; and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

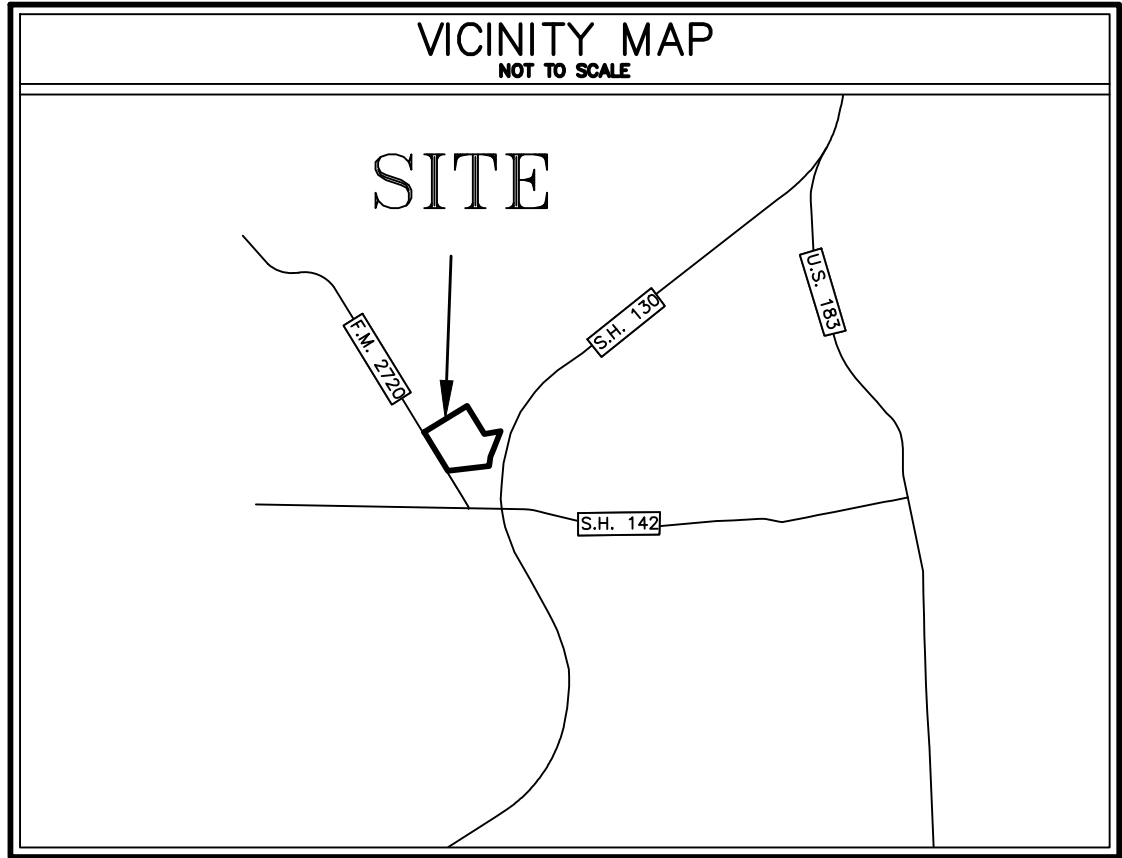
Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated as of _____, 20__.

THE STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on _____, 20__, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of _____



CORNELIUS CRENSHAW SURVEY
ABSTRACT NO. 68

SITE ADDRESS:
BETWEEN TX-130 AND FM 2720 NORTH OF UNION PACIFIC RAILROAD, WEST OF LOCKHART, TX 78644

LEGAL DESCRIPTION:
BEING A 75.033 ACRE (3,268,415.83 SQUARE FEET) TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

METES & BOUNDS DESCRIPTION:

BEING A 75.033 ACRE (3,268,415.83 SQUARE FEET) TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOR THE WESTERN CORNER OF SAID 75.033 ACRE TRACT, SAME BEING THE WESTERN CORNER OF A CALLED 10.101 ACRE TRACT, RECORDED IN VOLUME 636, PAGE 66 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS [O.P.R.C.C.T.]. (SAID 10.101 ACRE TRACT BEING PART OF THE 75.033 ACRE TRACT DESCRIBED AS FOLLOWS):

THENCE WITH THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N58°31'10"E, A DISTANCE OF 800.00 FEET TO A FOUND 1/2" IRON ROD AND THE NORTHERN CORNER OF SAID 10.101 ACRE TRACT,

THENCE LEAVING THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT AND CONTINUING AT THE SAME BEARING A DISTANCE OF 891.43 FEET TO A FOUND 1/2" IRON ROD,

THENCE S31°29'12"E, A DISTANCE OF 1,115.56 FEET TO A FOUND 1/2" IRON ROD,

THENCE N79°27'28"E, A DISTANCE OF 557.21 FEET TO A FOUND 5/8" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S21°09'43"W, A DISTANCE OF 654.64 FEET TO A FOUND 1/2" IRON ROD WITH CAP, STAMPED "HOLT CARSON, INC.",

THENCE S21°09'43"W, A DISTANCE OF 275.30 FEET TO A FOUND TXDOT BRASS DISK,

THENCE S07°46'12"W, A DISTANCE OF 307.99 FEET TO A FOUND 1/2" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S83°10'47"W, A DISTANCE OF 1,406.25 FEET TO A FOUND 5/8" IRON ROD,

THENCE N31°28'49"W, A DISTANCE OF 980.76 FEET TO A FOUND 1/2" IRON ROD AND THE SOUTHERLY CORNER OF SAID 10.101 ACRE TRACT,

THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N31°28'49"W, A DISTANCE OF 550.00 FEET TO THE FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOUND FOR THE WESTERLY CORNER OF SAID 10.101 ACRE TRACT AND THE POINT OF BEGINNING AND CONTAINING 75.033 ACRES (3,268,415.83 SQUARE FEET).

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4203), NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

BENCHMARK NOTE:

BENCHMARK: # 200
ELEVATION: 560.34'
DESCRIPTION: X CUT IN A HEADWALL FOUND LOCATED APPROXIMATELY 1,520 FEET NORTHWEST FROM THE INTERSECTION OF FM 2720 AND W. SAN ANTONIO STREET. [SHOWN HEREON]

FLOODPLAIN NOTE:

ALL OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED ZONE "X", AS SHOWN ON F.I.R.M. PANEL NO. 48055C0115E, CALDWELL COUNTY, TEXAS EFFECTIVE 06/19/2012.

ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE C MAY HAVE PONDING AND LOCAL DRAINAGE PROBLEMS THAT DON'T WARRANT A DETAILED STUDY OR DESIGNATION AS BASE FLOODPLAIN. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

UTILITY NOTE:

SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010), AND A VERTICAL DATUM OF NAVD86, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

OWNER:
MIKE KAMERLANDER
LOCKHART ECONOMIC DEVELOPMENT
CORPORATION
215 EAST MARKET STREET
LOCKHART, TX 78644

SURVEYOR:
GARRETT CAVAIUOLO, RPLS
DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST SUITE 160
AUSTIN, TX 78735
(512) 583-2600

ENGINEER:
FRANK DESROCHES, PE
DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST SUITE 160
AUSTIN, TX 78735
(512) 583-2600

ZONING:

INDUSTRIAL-LIGHT

LOT SUMMARY TABLE		
LOT TYPE	NUMBER OF LOTS	TOTAL ACREAGE
COMMERCIAL	6	64.813
DRAINAGE	2	5.753
RIGHT-OF-WAY	1	4.464
TOTAL ACREAGE OF SUBDIVISION		75.03

SUBMITTAL DATE: MARCH 3, 2021 FOR COMPLETENESS REVIEW
APRIL 19, 2021 FOR TECHNICAL REVIEW
APRIL 23, 2021 RESPONSE TO TECHNICAL REVIEW COMMENTS

STREET NOTES:

THE STREET NAMES WILL BE FINALIZED PRIOR TO THE PHASE 1 FINAL PLAT.

SIDEWALK/HIKE & BIKE TRAIL NOTES:

A FIVE-FOOT WIDE SIDEWALK SHALL BE CONSTRUCTED ALONG THE F.M. 2720 FRONTAGE OF THE SUBDIVISION. FOUR-FOOT WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF CAHILL STREET AND DEWITT STREET; A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE NORTH CESAR CHAVEZ PARKWAY SOUTHBOUND FRONTAGE OF THE SUBDIVISION.

THE SIDEWALKS ALONG THE F.M. 2720 FRONTAGE, DEWITT STREET FRONTAGE OF LOT 1, BLOCK C, AND THE HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED BY THE SUBDIVIDER WITH THE SUBDIVISION IMPROVEMENTS, PRIOR TO RECOGNITION OF THE FINAL PLAT.

THE SIDEWALKS ALONG CAHILL STREET AND DEWITT STREET, EXCEPT FOR THAT ALONG THE DEWITT STREET FRONTAGE OF LOT1, BLOCK C, SHALL BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

DRAINAGE NOTES:

THE DRAINAGE LOTS WITHIN THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE CITY OF LOCKHART.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

LEGEND	
---	PROPERTY LINE
---	EXISTING EASEMENT
---	BUILDING SETBACK LINE
---	ADJOINER PROPERTY LINE
---	OVERHEAD ELECTRIC
---	EXISTING GAS LINE
---	EXISTING WIRE FENCE
---	APPROXIMATE SURVEY LINE
---	MARKED WATER LINE
---	MARKED WASTEWATER LINE
---	MARKED COMMUNICATION LINE
---	1/2" IRON ROD FOUND (UNLESS NOTED)
---	ELECTRIC PULL BOX
---	WATER VALVE
---	WATER METER
---	SIGN [AS NOTED]
---	POWER POLE
---	DOWN GUY
---	8IN CEDAR POST
---	BENCHMARK FOUND
---	ELECTRIC TRANSFORMER
---	WASTEWATER MANHOLE
---	"X" ON CONCRETE
---	VOL.
---	PG.
---	R.O.W.
---	RIGHT-OF-WAY

75.03 ACRES
LOCKHART INDUSTRIAL PARK III
SUBDIVISION DEVELOPMENT PLAN
PRELIMINARY PLAT
CITY OF LOCKHART,
CALDWELL COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735. Phone: (512)-583-2600
www.doucetengineers.com
TBEFS Firm No.: 101058800
TBEF Firm No.: 3-3937

Date: 04/23/2021
Scale: 1" = 100'
Drawn by: **DR**
Reviewed by: **DR**
Project: **2203-001**
Sheet: **PLAT SHEET 01**
Field Book:
Party Chief:
Survey Date: **01/18/2021**

Rose City Management, LLC
5830 Granite Parkway
Suite #100-372
Plano, TX 75024

RCP

Rose City Partners
Real Estate Development

February 22nd, 2022

Re: Purchase of a 5.352 acre tract of land located within the Lockhart Industrial Park in Lockhart, TX

Dear Seller:

This letter shall serve as evidence of intent of Rose City Management, LLC, a Texas Limited Liability Company, or its affiliates, to enter into a Contract of Sale and Purchase between Rose City Management, LLC, a Texas Limited Liability Company, or its affiliates (as "Purchaser") and the current owner of the property (as "Seller") to purchase and sell an interest in the below referenced Property generally in accordance with the following terms and conditions:

1. **PROPERTY:** **Block B Lot 2** located along SH 130 and FM 2720. The "Subject Site" is shown in **Exhibit A**.
2. **PURCHASE PRICE:** The purchase price for the Property shall be based on a \$2.75 PSF valuation on useable land at the closing of the purchase of an interest in the Property.
3. **EARNEST MONEY:** Within 5 days of full execution of a formal Contract of Sale and Purchase, Purchaser will make an Earnest Money Deposit in the amount of \$20,000 with Heritage Title Company (the "Title Company") with attention to Gary Farmer. The Escrow Deposit shall be held in escrow by the Title Company pending acceptance of the Property during the Review Period (as hereinafter defined) by Purchaser. The Earnest Money Deposit shall become non-refundable (except for Seller default) upon Purchaser's acceptance of the Property at the end of the Review Period. Provided that Purchaser has fulfilled the terms of the Contract, the Earnest Money Deposit (along with any earned interest) shall be applied to the purchase price of the Property at closing. In the event Purchaser determines within the Review Period that Purchaser's use of the Property as intended does not appear to be feasible, in Purchaser's sole determination, the Earnest Money Deposit check (along with any earned interest) shall be forthwith returned to Purchaser upon notice to Seller of such determination by Purchaser.
4. **REVIEW PERIOD:** Purchaser shall have a period of 4 months from and after the effective date of the Contract (i.e. a fully executed Contract) in which to perform economic and development studies on the Property to determine the feasibility of Purchaser's intended use of the Property. Unless Purchaser shall notify Seller in writing on or before expiration of such 4 months period, Purchaser shall be deemed to have determined that the property is unacceptable for purchaser's intended uses, whereupon the Earnest Money Deposit (along with any earned interest) shall be forthwith returned to Purchaser. Any diligence items obtained during the Review Period (phase 1, soils report, and survey) will be given to the Seller if the contract is terminated.

5. **SURVEY and TITLE COMMITMENT:** On or before thirty (30) days after the effective date of the Contract, Seller shall deliver or cause to be delivered to Purchaser;
- (a), a commitment for issuance of an Owners Policy of Title Insurance issued by the Title Company, along with legible copies of all instruments or matters referred to in such commitment affecting title thereof,
 - (b), a current on the ground Survey of the Property made by a duly licensed Texas land surveyor or registered professional engineer reasonably acceptable to Purchaser, and in a form acceptable to the title company, in order for the title company to delete the survey exception to said owner's policy, and
 - (c), copies of any and all contracts, agreements, assessments, letters of commitment, studies, engineering and/or soils reports, Topographical Surveys, or other information that might affect the Property for its intended use that is readily available to Seller. Notwithstanding anything to the contrary contained in the Contract to be prepared between the parties hereto, Purchaser shall have a period of one hundred and eighty (180) days after the last to be received of items (a), (b), and (c) above in which to review and comment in writing to Seller as to the acceptability of each. Seller shall have a period of ten (10) days after receipt of objection to any of the above items in which to satisfactorily correct such objection, or failing or refusing to correct such objection, have Purchaser waive such objection or terminate the Contract.
6. **CLOSING:** The closing of the purchase and sale of the Property shall take place at the title company on or before the earlier of thirty (30) days after all necessary approvals are acquired or thirty (30) days after acceptance of the Property during the Review Period or Extension Period by Purchaser.
7. **CONDITIONS:** Purchaser will abide by similar restrictions as those required by the Seller in the Purchase and Sale Agreement between the Lockhart Economic Development Corporation and Titan Property Management, LLC executed in November 2021 except for those noted within this Letter of Intent.
8. **BROKER FEE:** Seller to pay broker fee of 2% of total purchase price if a sale is to occur to Cantera Real Estate Group, LLC.

If the terms and conditions as proposed herein are in general agreement to you as Seller, please so indicate where noted below and return one signed duplicate of this letter to Purchaser. Upon receipt thereof, we will prepare and present to you an Agreement of Purchase and Sale incorporating the above provisions therein.

If this letter of intent is not signed by Seller and returned to Purchaser within 5 days of the date of this letter, then this letter of intent shall be rendered null and void.

The above general terms and conditions are obviously not fully exhaustive, and we would expect these and other pertinent issues to be addressed in the formal Contract to be provided.

This Letter of Intent shall not be construed as a binding agreement on either party hereto, but is prepared simply as an expression of interest pending the full review, approval and execution of a formal Contract of Purchase and Sale by and between the parties

Purchaser would be happy to meet with Seller principles at their convenience to discuss details of this offer.

Sincerely,

A handwritten signature in black ink that reads "Tyler Alley". The script is cursive and fluid.

Tyler Alley
Rose City Management, LLC

Agreed and Accepted:

By:

Exhibit A



MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, APRIL 11, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; Alfredo Muñoz; Sally Daniel; Doug Foster; Frank Estrada; Juan Alvarez; David Bryant

Board Members Absent: None

Staff Present: Mike Kamerlander; Pam Larison, Treasurer; Nicole Warren, LEDC Attorney

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with Revival Cycles, Inc. pursuant to Sec. 505.159, Local Government Code.

Public hearing open: 6:00 PM
No public present.

Closed: 6:01 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the March 14, 2022 meeting.

No Discussion.

Motion to approve the minutes from the March 14, 2022 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 7 of 7

4.2 Discussion and/or action regarding sales tax and financial statements for March 2022.

- Audit discussion and suggestions

Ms. Larison provided an overview of the financials from the month with no significant issues to report. Sales tax revenues continue to outpace last year's. Ms. Larison went over the auditor's report which contained nothing unusual in the LEDC's accounting. The accounting firm did suggest LEDC funds be placed in its own bank account separate from the City's funds. The board discussed this at length and provided consensus to move forward with the auditor's recommendation.

Motion to approve the March 2022 financial statements.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 7 of 7

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, April 11, 2022 - 6:00 P.M.

Page 1 of 3

4.3 Discussion and/or action regarding LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

The Economic Development Performance Agreement is to provide a rebate of up to \$250,000 to Revival Cycles, Inc. for reimbursement of building renovations including but not limited to window replacements, life safety equipment, and electrical work and upgrades, and a rebate of EDC sales taxes collected by Revival Cycles, Inc. over a 5-year term.

Motion to approve LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.4 Discussion and/or action regarding a property sale agreement for 19.665 acres in Lockhart Industrial Park III with Titan Development.

Due to the right of first refusal with Titan Development, the company has exercised its right to purchase this tract in Industrial Park III. Terms were discussed as part of the agenda packet.

Motion to to Authorize the LEDC President to execute a purchase sale agreement for 19.665 acres in Lockhart Industrial Park III.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.5 Discussion and/or action regarding a property sale agreement for 6.788 acres in Lockhart Industrial Park III with Ziegenfelder Company.

Motion: Doug Foster Second: Alfredo Muñoz Vote: 7 of 7

4.6 Discussion and/or action regarding phase 2 of Lockhart Industrial Park III.

Staff reviewed the current state of Lockhart Industrial Park III and went over the need to begin phase II of the park due to contracting with business entities for land in phase II. Staff went over the possibility of cash flow lagging sales and that the EDC would need to cover those costs until the land sales closed which are all expected by the end of the year.

Motion: Doug Foster Second: Sally Daniel Vote: 7 of 7

4.7 Discussion and/or action regarding authorization of a Memorandum of Understanding between LEDC and the Greater San Marcos Partnership for the Fiscal Year 2021-22.

Staff reviewed the proposed MOU with the Greater San Marcos Partnership for the 2021-22 Fiscal Year. After deliberations, the board decided to remove on provision in the MOU and reduce the investment in GSMP from \$20,000 to \$15,000 for the current fiscal year.

Motion: Doug Foster Second: Juan Alvarez Vote: 7 of 7

5. Executive Session – In: 7:16 PM Out: 7:37 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:

- Summertime
- Revive
- Recycle
- Specs 2
- Rose

6. Board Action from Executive Session

6.1 Motion to accept the LOI terms for Project Specs 2 and direct staff to negotiate a purchase sale agreement as discussed in executive session.

Motion: Doug Foster

Second: Sally Daniel

Vote: 7 of 7

6.2 Motion to authorize the LEDC President to negotiate and execute a Purchase Sale Agreement with Project Rose.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 7 of 7

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for March 2022.

ADJOURN

Motion to Adjourn.

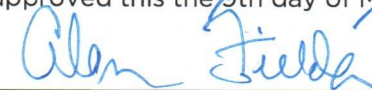
Motion: Alfredo Muñoz

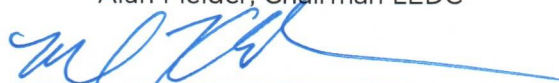
Second: Sally Daniel

Vote: 7 of 7

LEDC Board of Directors Adjourned at 7:44 PM.

Minutes approved this the 13th day of June, 2022.


Alan Fielder, Chairman LEDC


Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discuss Ordinance 2022-28 establishing and regulating a truck traffic route within the City of Lockhart , Texas; prohibiting truck traffic on State Highway 142/West San Antonio Street; and providing penalties for violation thereof by a fine of not more than \$500.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On October 29, 2021, a traffic study was prepared by the City Engineer for the Downtown Revitalization project. During the study, high volumes of truck traffic was observed downtown on West San Antonio Street (SH142). Trucks are defined in the study as vehicles with trailers, delivery vehicles (like a service industry delivery truck) and larger vehicles. A pickup truck was not considered a truck for the study.

In urban areas, the truck percent is usually 2-5% of the total vehicle traffic. The study found that 36% of traffic on West San Antonio Street north of the courthouse was truck traffic. It was recommended that providing an alternate route (a truck route) as part of the revitalization effort would improve pedestrian safety and improve overall traffic flow. The optimal solution is to provide a truck route for through traffic (through trucks and through cars) that relocates them away from pedestrian activity. Truck routes are indicated with signs posted to alert trucks to avoid downtown urban areas or areas with high pedestrian activity. Diverting truck traffic will improve safety, entice tourists to safely shop at local businesses, and allow the City to concentrate on improving the downtown experience.

Since the study, the City Engineer and staff have been working with both TxDOT and SH130 Concession to develop a truck route within the city limits. Ordinance 2022-28 creates a truck route on both SH130/Cesar Chavez Pkwy and US183/Colorado Street. Creating this truck route will restrict trucks from traveling on SH142/San Antonio Street.

A "Truck" is defined in the Ordinance 2022-28 as every motor vehicle which is designed, used, or maintained primarily for the transportation of property having a weight of 30,000 (thirty thousand) pounds Gross Vehicle Weight Rating (GVWR) or more including the load carried.

Exemptions to the ordinance include:

- Trucks delivering goods and services
- Pick-up trucks or vans designed so as to carry loads of no more than one ton
- Vehicles carrying or designated to carry passengers
- Fire trucks or other emergency vehicles or vehicles on emergency business involved in the saving of life or property
- Implements of husbandry incidentally moved upon a road

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Road repair, construction or maintenance vehicles while involved in the repair, construction, or maintenance of roads within the City
- Trash and/or Recycling Collection service vehicles while involved in the provision of services to residents of the City
- All governmentally owned or leased vehicles and public utility vehicles
- Motor homes, recreational vehicles or vehicles used exclusively to transport personal possessions or family members for non-business purposes

If approved, the City Engineer and staff will work with TxDOT and the SH130 Concession to create a detailed design for traffic control including a signage plan for the truck route, along with cost estimates and any remaining feasibility for the project. SH130 Concession/TxDOT will be responsible for installation of all necessary signs to create the proposed truck route, with the City's responsibility being to purchase any necessary signs for the project.

PROJECT SCHEDULE (if applicable): July 2022- Truck Route Ordinance submission to the TxDOT Traffic Commission.

Mid-August 2022- City Engineer will complete the signage plan and cost estimates.

Fall 2022- Coordinate sign purchasing. Once signs are received, TxDOT will be notified for installation.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): TxDOT's Area Engineer has estimated the signage for the project to cost an estimated \$30,000. Once the detailed signage plan has been completed, the City Engineer will determine any additional costs associated with the route.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adopting Ordinance 2022-28 establishing a truck route within the city limits of Lockhart.

LIST OF SUPPORTING DOCUMENTS: Ordinance, TRUCK ROUTE Depiction

ORDINANCE NO. 2022-28

AN ORDINANCE ESTABLISHING AND REGULATING A TRUCK TRAFFIC ROUTE WITHIN THE CITY OF LOCKHART, TEXAS; PROHIBITING TRUCK TRAFFIC ON STATE HIGHWAY 142/ WEST SAN ANTONIO STREET; PROVIDING PENALTIES FOR THE VIOLATION THEREOF BY A FINE OF NOT MORE THAN \$500; AND PROVIDING FINDINGS OF FACT; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, the City Council of the City of Lockhart (“Council”) finds that it is in the best interest of the public health, safety and general welfare to restrict travel of certain vehicles utilizing West San Antonio Street and/or State Highway 142; and,

WHEREAS, the Council finds that establishing a truck traffic route is in the public interest of the residents of the City of Lockhart; and,

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Lockhart has general authority to adopt an ordinance or police regulation that is for the good government, health, safety and order of the City.

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

Section 1 - Findings.

The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2 - Purpose.

To protect the health, safety and general welfare of the residents of the City and to preserve and protect functionality and integrity of West San Antonio Street and/or State Highway 142, the City's Historic Central Business District, and neighboring residential properties.

Section 3 - Definitions.

Any word or term not defined herein shall be considered to be defined in accordance with its common or standard definition.

a) “Truck” means every motor vehicle which is designed, used, or maintained primarily for the transportation of property having a weight of 30,000 (thirty thousand) pounds Gross Vehicle Weight Rating (GVWR) or more including the load carried.

b) “Implement of Husbandry” means every vehicle, which is designed for agricultural purpose and exclusively used by the owner thereof in the conduct of agricultural operations.

c) “Semi-Trailer” means every vehicle with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

d) “Trailer” means every vehicle with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

e) “Truck Tractor” means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of vehicle and load so drawn.

f) “Person” includes an agency, company, organization, firm, association, partnership, joint venture, trust or equivalent entity or a combination of any of them as well as a natural person

Section 4 - Prohibition Against Travel on Non-Designated Truck Routes.

Except as expressly permitted under this ordinance, no person shall operate a truck or truck-tractor and semi-trailer or truck-tractor and trailer combination, or truck and trailer combination in the City on any road other than the designated truck route.

Section 5 - Truck Route.

Northbound/Southbound U.S. Highway 183 and Northbound/Southbound State Highway 130, to the exclusion of all other roads, is hereby designated as the Truck Route and classified for truck traffic.

Section 6 - Exceptions.

The truck route limitations prescribed in this Ordinance shall not apply to:

- a) Delivery of goods and services; or
- b) A pick-up truck or a van designed so as to carry loads of no more than one ton; or
- c) Vehicles carrying or designated to carry passengers; or
- d) Fire trucks or other emergency vehicles or vehicles on emergency business involved in the saving of life or property; or
- e) Implements of husbandry incidentally moved upon a road; or
- f) Road repair, construction or maintenance vehicles while involved in the repair, construction, or maintenance of roads within the City; or

g) Trash and/or Recycling Collection service vehicles while involved in the provision of services to residents of the City; or

h) All governmentally owned or leased vehicles and public utility vehicles; or

i) Motor homes, recreational vehicles or vehicles used exclusively to transport personal possessions or family members for non-business purposes.

Section 7 - Leaving or Returning to Home or Place of Business.

Nothing herein contained shall prevent a truck or truck-tractor and semi-trailer, or truck tractor and trailer combination, or truck and trailer combination from leaving or returning to its customary storage location at the owner or operator's personal residence, or a commercial or industrial location on or adjacent to West San Antonio Street and/or State Highway 142.

Section 8 – Special Permits.

The City Manager or his designee shall have authority to grant a written permit in special cases which would otherwise be in violation of the provisions of this Ordinance. Said permit shall describe the vehicle, the time and dates of travel, and the route to be taken by the vehicle; and in no case shall a permit be valid for a longer period of ten (10) days from the date of issue.

Section 9 – Signs.

The City shall procure and have posted appropriate signage along the designated truck route as required by the laws of the State of Texas and authorized by the Texas Department of Transportation.

Section 10 – Penalties.

Any person who violates any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction, shall be fined not more than five hundred (\$500.00) dollars. The City of Lockhart Police Department is hereby authorized to issue tickets for violation of this Ordinance.

a) All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

b) The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

c) The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof was discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2022

CITY OF LOCKHART

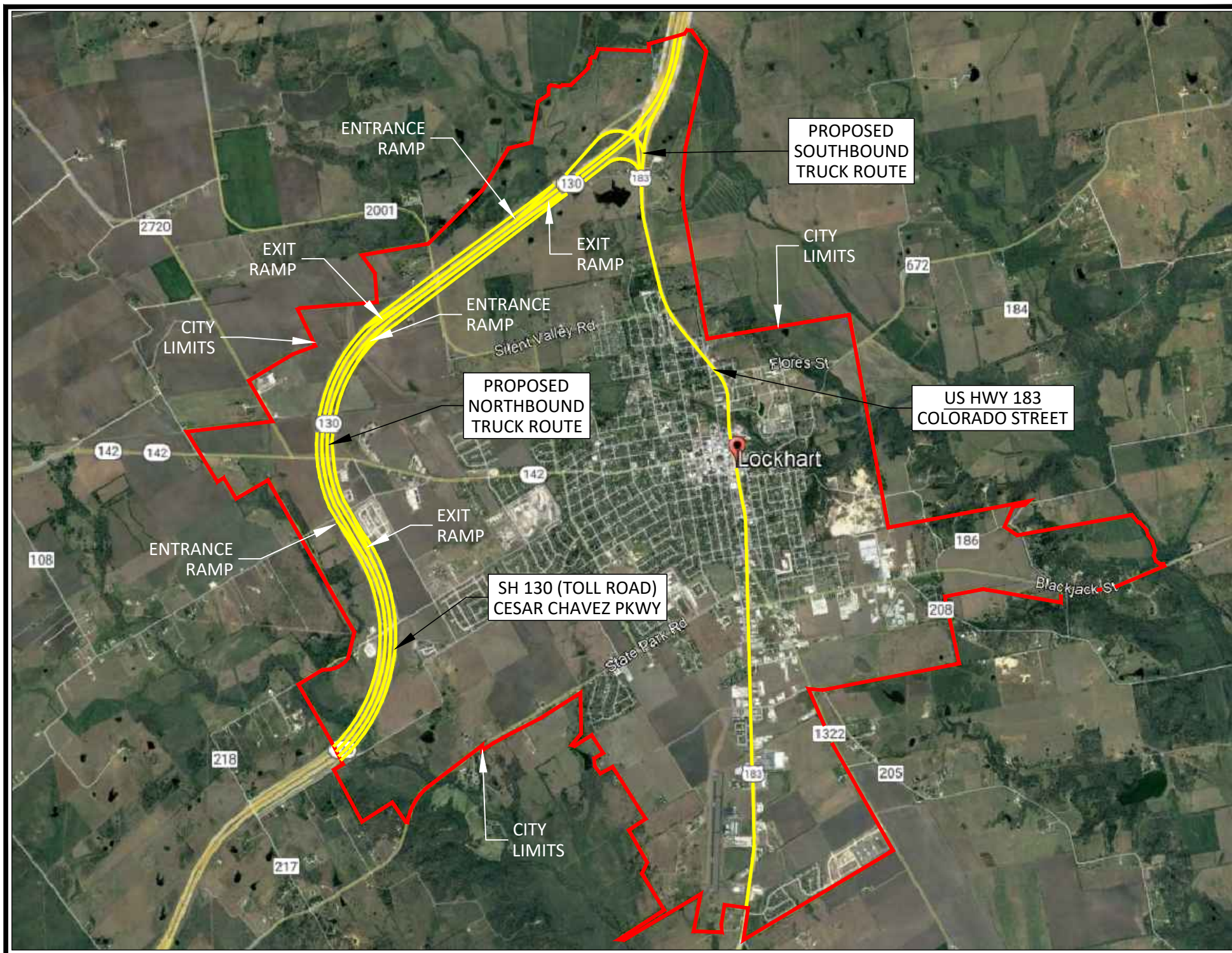
Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

Approved as to form:

Monte Akers, City Attorney



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discuss petition for annexation from Thomas Staub on Behalf of ROED Prop Co, LLC and discuss Resolution 2022-28, setting the date for the public hearing for the annexation of 89.775 acres out of the J.A Neill Survey, Abstract Number 20, Caldwell County, Texas, located on the east side of FM 1322 approximately 2,600 feet south of Seawillow Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This item is the review of a petition, and the adoption of a resolution setting a public hearing date for adoption of an ordinance, for the annexation of 89.775 acres located on the east side of FM 1322, south of Seawillow Road. The property is proposed to be developed as a residential subdivision with the possible inclusion of a site for a private school. The site is not currently served by City of Lockhart water and wastewater utilities. As such, the extension of such services will be at the owner's expense, with possible contribution by the City for a portion of the cost of the necessary wastewater line extension.

The petition for annexation with associated exhibits is attached. If the resolution is adopted, a public hearing for adoption of the annexation ordinance will be scheduled for the August 5, 2022 City Council meeting. Notifications must take place no earlier than 20 days before the hearing and no later than 10 days before the hearing.

PROJECT SCHEDULE (if applicable): If the resolution is adopted, the public hearing for the annexation will be scheduled for August 2, 2022.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The annexation will add the property to the city tax rolls, and development of the property as a residential subdivision will add to the city's property tax base. The city will need to maintain any public improvements made during the course of the development of the property, including roads, utilities, and public parks. The city will also have to serve the property and its residents with police, fire, EMS, animal control and all other city services post annexation.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-28 setting the public hearing date for the proposed annexation of 89.775 acres for August 2, 2022.

LIST OF SUPPORTING DOCUMENTS: Seawillow Annexation Resolution 2022-28, Red Oak petition and metes and bounds, RED OAK ANNEX--Exhibit C Map

RESOLUTION NO. 2022-28

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

WHEREAS, the property to be annexed consists of 89.775 acres as described more fully in Exhibit “B”, and as depicted in Exhibit “C”, attached hereto, in Caldwell County, Texas; and

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

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

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

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

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

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

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

3. The City shall conduct a public hearings at which times persons interested in the annexation shall be given the opportunity to be heard. The public hearing shall be conducted in the Council Chamber of City Hall of the City of Lockhart, on the 2nd day of August 2022, at 7:30 p.m.

4. Notice of the public hearing shall be published in the Lockhart Post-Register on or after July 13, 2022 and before July 23rd, 2022 and the notice will also be posted on the City's Internet website before July 23rd, 2022 and shall remain posted until the date of the public hearing.

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

6. This Resolution shall become effective immediately upon passage.

Passed, read and approved the 5th day of July, 2022.

City of Lockhart, Texas

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

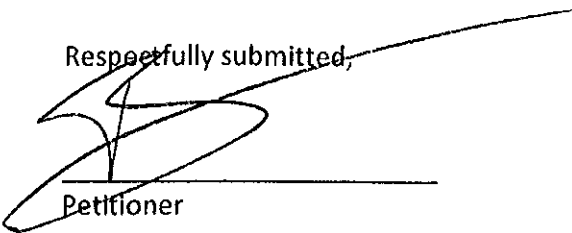
ROED Prop Co, LLC
(Thomas Staub), herein collectively referred to as "Petitioner", files this Petition requesting the annexation of certain property they own, being the real property described in by metes and bounds and plat in Exhibit A, attached hereto and made a part hereof for all purposes ("Property") into the boundaries of the City of Lockhart, Texas ("City"), in accordance with the provisions of Sections 43.0671 of the Texas Local Government Code. In support hereof, the Petitioner states the following:

1. The City has the authority under Section 43.0671 of the Texas Local Government Code to extend its boundaries by the annexation of additional territory upon request by the landowners of said territory.
2. In accordance with the requirements of Chapter 43 of the Texas Local Government Code, the Property: (a) is contiguous and adjacent to the current corporate limits of the City; and, (b) is vacant and without residents.
3. The Petitioner is the sole owner of the Property.
4. By execution of this Petition, Petitioner declares that the Property is not appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or for timber purposes under Subchapter C or D, Chapter 23, Texas Property Tax Code, or if such Property is appraised for agricultural or wildlife management use, or for timber purposes, Petitioner waives the right to request a Development Agreement pursuant to Section 43.016 of the Texas Local Government Code.

THEREFORE, Petitioner respectfully requests that after the fifth (5th) day but on or before the thirtieth (30th) day from the filing of this Petition, the Lockhart City Council will consider this Petition, the arguments for and against the annexation, and grant this Petition in accordance with the terms hereof and thereafter by ordinance annex the Property so that on the effective date of such ordinance the area to be annexed shall become a part of the City and therefore be entitled to the rights and privileges of all of the territory within the City and be bound by the acts and ordinances adopted by the City.

DATED the 14th day of April, 2022

Respectfully submitted,



Petitioner

8512 Bestwick Bend Austin, Tx 78744
Address

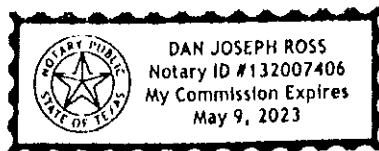
STATE OF TEXAS §
COUNTY OF Texas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas Staub known to me to be the person whose name is subscribed to the foregoing instrument. This instrument was acknowledged before me on the 14th day of April, 2022, by Fair Beals.



Notary Public, State of Texas

(SEAL)



BEING 89.775 acres of land situated in the J.A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas, and being a portion of and part of a called 169.811 acres of land described in deed to SVAG Investments, LLC, a Texas Limited Liability Company, as recorded in Document Number 2021-006881 of the Official Public Records of Caldwell County, Texas, and being more particularly described by metes and bounds as follows:

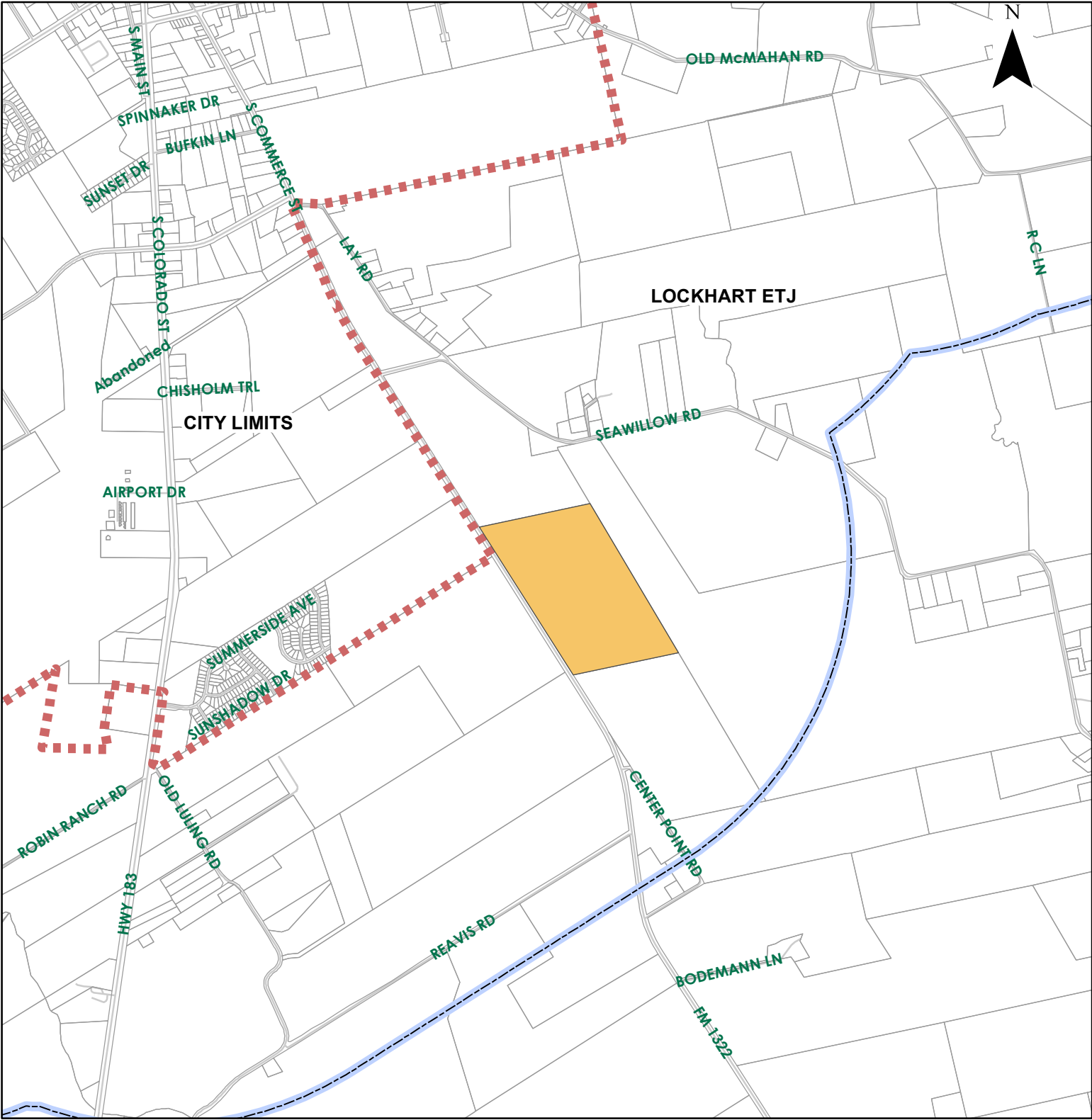
BEGINNING at a ½ inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31 degrees 43 minutes 06 seconds West, along said Right-of-Way and the Southwest line of this tract, a distance of 2,572.95 feet to a ½ inch capped iron rod found, marked Jones Carter Prop Corner, for the Northwest corner of this therein described tract;

THENCE North 78 degrees 46 minutes 11 seconds East, crossing said 169.811 acre tract, a distance of 1,665.32 feet to a ½ inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, same being the Northeast line of said 169.811 acre tract, and being the Northeast corner of this herein described tract;

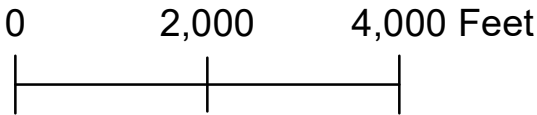
THENCE South 29 degrees 54 minutes 41 seconds East, along the common line of said 358.536 acre tract, a distance of 2,544.30 feet to a ½ inch capped iron rod found, marked Hinkle Surveying, for the Northeast corner of said 85.00 acre tract, and being the Southeast corner of this tract;

THENCE South 78 degrees 46 minutes 18 seconds West, along the common line of said 85.00 acre tract, a distance of 1,579.70 feet to the **POINT OF BEGINNING**, containing 89.775 acres of land, more or less.



CITY OF
Lockhart
TEXAS

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



Map Legend

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

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

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

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

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

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

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

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

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

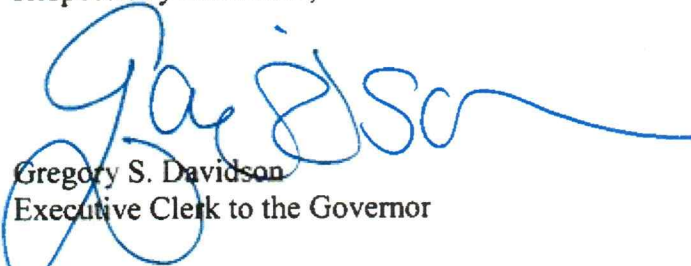
Dear Deputy Secretary Esparza:

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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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

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

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

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

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

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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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JUL 29 2021

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

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

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

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

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

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

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

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

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

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

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

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

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

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

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

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

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SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

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

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

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

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

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

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

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SECRETARY OF STATE
2:43 P.M. O'CLOCK

AUG 25 2021

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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

AUG 25 2021

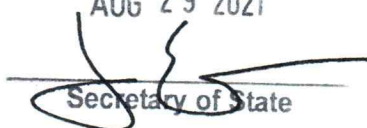


GOVERNOR GREG ABBOTT

August 29, 2021

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

AUG 29 2021


Secretary of State

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

Dear Mr. Deputy Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

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

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

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

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

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



GOVERNOR GREG ABBOTT

October 11, 2021

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

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

A blue ink handwritten signature, 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
4:30 PM O'CLOCK

OCT 11 2021

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

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

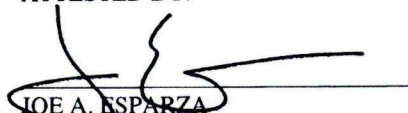
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

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



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

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

OCT 11 2021



Memorandum

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

Mayor and Council,

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

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

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

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

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

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

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and/or action to consider Ordinance 2022-29 for a **Zoning Text Amendment** revising Chapter 64 "Zoning" of the Lockhart Code of Ordinances, Article VII "Zoning Districts and Standards", Section 64-197 "Regulations Common To All Or Several Districts", subsection (g)(2) "Additional Parking Requirements Within Residential Districts", to modify the covered-parking requirements for detached single-family dwellings; extend covered-parking standards to include duplexes, two-unit condominiums, and two-unit townhouses; and add an exemption for dwellings constructed on nonconforming lots less than 50 feet wide that were platted prior to April 15, 1990. ***Proposed to be postponed to July 19th City Council meeting.***

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This past February the City Council adopted a zoning text amendment requiring covered-parking for detached single-family dwellings (SF-1 and SF-2 development types). At the May 3rd City Council meeting, at the request of Council-member Kara McGregor, the City Council discussed exempting homes on nonconforming (grandfathered) platted lots from the covered parking requirement because there are old subdivisions, primarily on the east side of the city, where the lots are less than the current minimum width of 50 feet. The result was that the Council passed a motion to direct staff to prepare an amendment to make the covered parking standards more reasonable for houses constructed on such lots.

The Council also requested that we determine how many platted nonconforming residential lots, including both vacant and developed lots, there are in the city. A map of those is attached as Exhibit 1, and shows that there are a total of 317 nonconforming platted lots based on the development type (SF-1 or SF-2) allowed by the zoning of the lot. This does not include unplatted residential parcels. SF-1 has a minimum lot width of 65 feet and minimum lot area of 8,500 square feet, and under the current ordinance requires at least a two-car garage or carport. SF-2 has a minimum lot width of 50 feet and minimum lot area of 5,500 square feet, and requires at least a one-car garage or carport.

Although the main concern of the City Council was to provide an exemption from the ordinance for nonconforming platted lots less than 50-feet wide, staff and the Planning and Zoning Commission are proposing additional substantive amendments as detailed in the attached memo and exhibits. Exhibit 2 contains the current ordinance wording of the covered-parking provision, an amended version showing proposed changes with deleted text crossed-out and added text underlined, and a clean version of the amendments without cross-outs and underlining. Exhibit 3 summarizes the proposed changes in a list format. At their June 22nd meeting, the Planning and Zoning Commission recommended the proposed amendments.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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: On February 1, 2022, the Council approved Ordinance 2022-07, amending Section 640197(g)(2)(a) of the Zoning Ordinance to add covered-parking requirements for the SF-1 and SF-2 single-family residential development types.

COMMITTEE/BOARD/COMMISSION ACTION: At their June 22nd meeting, the Planning and Zoning Commission unanimously recommended APPROVAL of proposed amendments to the current Section 64-197(g)(2)(a) of the Zoning Ordinance.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval. However, Council-member McGregor is not able to be present at the meeting and has requested that the Council POSTPONE consideration of Ordinance 2022-29, amending Section 64-197(g)(2)(a) of the Zoning Ordinance, to the July 19th Council meeting.

LIST OF SUPPORTING DOCUMENTS: Covered parking amendment Ordinance 2022-29, 06-30-22 covered parking memo to cc, Memo Exhibit 1, Memo Exhibits 2 & 3

ORDINANCE 2022-29

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 64 “ZONING”, OF THE CODE OF ORDINANCES, ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-197 “REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS”, SUBSECTION (g)(2) “ADDITIONAL PARKING REQUIREMENTS WITHIN RESIDENTIAL DISTRICTS”, PARAGRAPH (a), TO MODIFY THE REQUIREMENTS FOR RESIDENTIAL COVERED-PARKING; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, covered parking adds value and function to detached single-family dwellings compared to homes; and,

WHEREAS, covered parking helps provide more off-street parking space than a driveway, alone, thereby reducing the possibility that vehicles will need to be parked in the public street; and,

WHEREAS, covered parking protects and extends the life of vehicles; and,

WHEREAS, covered parking can provide storage space out of the weather for items that are not typically kept inside the dwelling; and,

WHEREAS, covered parking should be designed and located such that it does not dominate or detract from the residential appearance and function of the front façade of detached single-family homes; and,

WHEREAS, on February 1, 2022, the City Council adopted Ordinance 2022-07 amending Section 64-197(g)(2)(a) to require garages or carports for single-family dwellings of the SF-1 and SF-2 residential development types, along with reasonable standards to promote the attractive appearance and functionality of new homes; and,

WHEREAS, the narrowest lot width currently allowed for detached single-family homes is 50 feet (SF-2 development type), but there are nonconforming lots that were platted with narrower widths prior to the current zoning standards being adopted on April 15, 1990; and,

WHEREAS, the requirement to provide covered parking may impose unintended consequences that severely limit the floorplan options available for homes to be constructed on nonconforming lots with widths less than 50 feet; and,

WHEREAS, an amendment is proposed to exempt dwellings constructed on nonconforming lots less than 50 feet wide that were platted prior to April 15, 1990, from the requirement to provide covered parking; and,

WHEREAS, the current Section 64-197(g)(2)(a) requires one covered parking space for single-family dwellings on lots 65 or greater feet wide (SF-1 development type) and one covered parking space for single-family dwellings on lots less than 65 feet wide (Sf-2 development type), it is proposed to require a minimum of only one covered parking space per dwelling regardless of the lot width; and,

WHEREAS, the current Section 64-197(g)(2)(a) applies only to detached single-family dwellings, it is proposed to expand the covered parking requirement to duplexes, two-unity condominiums, and two-unit townhouses; and,

WHEREAS, the City Council has determined that such amendments serve a public purpose and the Council desires to amend the Code of Ordinances accordingly;

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. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, is hereby amended as follows, with all existing provisions not shown remaining unchanged:

Sec. 64-197. Regulations common to all or several districts.

(g) Minimum parking and loading requirements.

(2) Additional parking requirements in residential districts.

- a. Each detached single-family dwelling, duplex, two-unit condominium, or two-unit townhouse, shall provide covered parking for at least one vehicle in the form of a carport or garage having a usable parking area, exclusive of storage or other functions, of at least 220 square feet per vehicle for each dwelling unit. Carports shall be provided with an integral enclosed storage room of at least 40 square feet. Garages and carports shall not extend closer to the front property line than the wall or covered porch of the dwelling that is closest to the front property line. Front-facing garage doors for single-car and two-car garages shall not occupy more than 40 percent, and front-facing garage doors for three-car garages shall not occupy more than 50 percent, of the width of detached single-family dwellings. A dwelling constructed on a nonconforming lot less than 50 feet wide that was platted prior to April 15, 1990, is not required to provide covered parking.

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

IV. Repealer: That all other ordinances, 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. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

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

VII. Effective Date. That this ordinance shall become effective and be in full force ten days from the date of its passage.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS,
ON THIS THE 5th DAY OF JULY, 2022.**

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Connie A. Constancio, TRMC
City Secretary

Monte Akers
City Attorney

MEMORANDUM

TO: Mayor and City Council
FROM: Dan Gibson, City Planner
DATE: June 30, 2022

This past February the City Council adopted a zoning text amendment that the Planning and Zoning Commission recommended requiring covered-parking for detached single-family dwellings (SF-1 and SF-2 development types). At the May 3rd City Council meeting, at the request of Council-member Kara McGregor, the City Council discussed exempting homes on nonconforming (grandfathered) platted lots from the covered parking requirement because there are old subdivisions, primarily on the east side of the city, where the lots are less than the current minimum width of 50 feet. The result was that the Council passed a motion to direct staff to prepare an amendment to make the covered parking standards more reasonable for houses constructed on such lots.

The Council also requested that we determine how many platted nonconforming residential lots, including both vacant and developed lots, there are in the city. A map of those is attached as Exhibit 1, and shows that there are a total of 317 nonconforming platted lots based on the development type (SF-1 or SF-2) allowed by the zoning of the lot. This does not include unplatted residential parcels. SF-1 has a minimum lot width of 65 feet and minimum lot area of 8,500 square feet, and under the current ordinance requires at least a two-car garage or carport. SF-2 has a minimum lot width of 50 feet and minimum lot area of 5,500 square feet, and requires at least a one-car garage or carport.

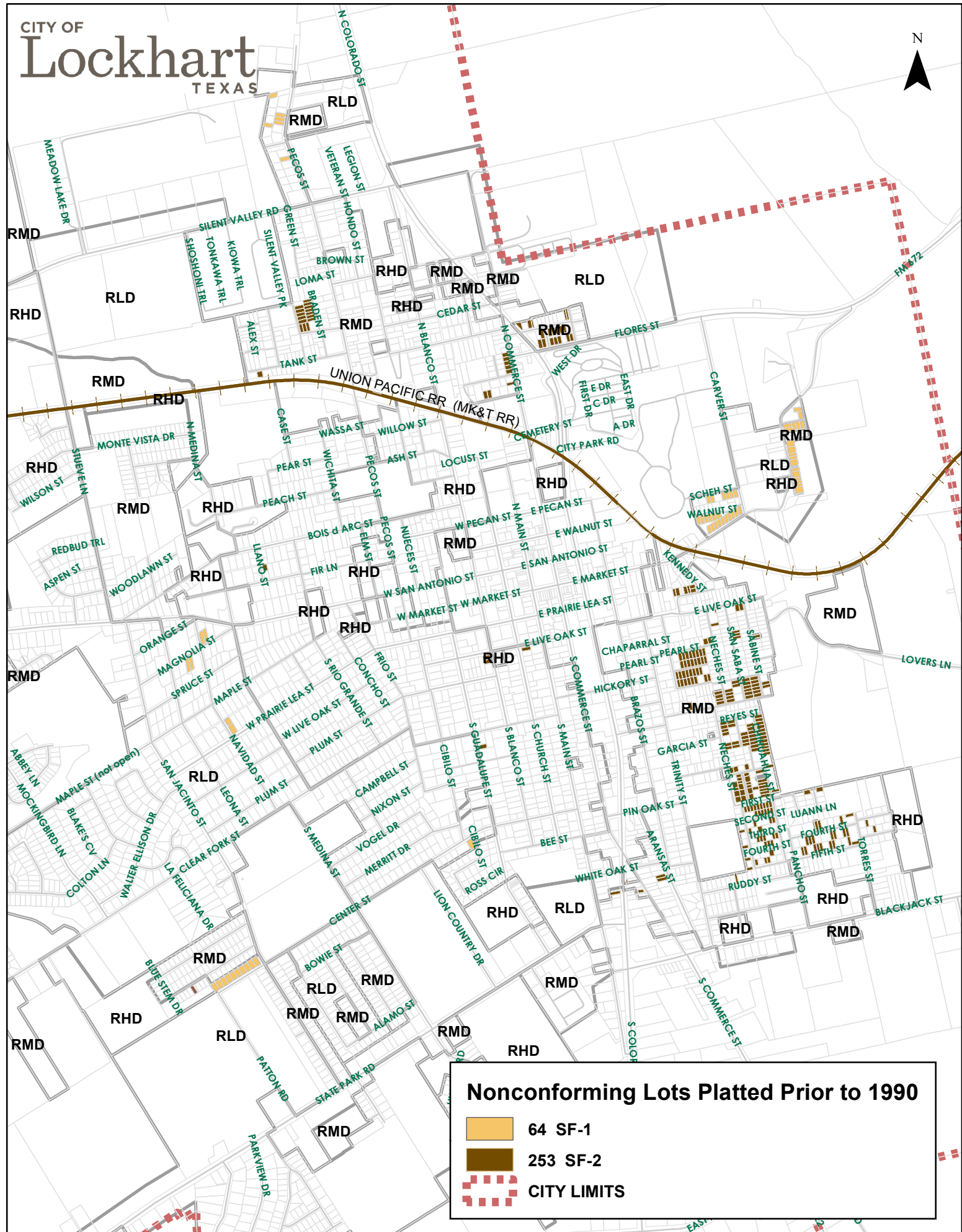
The attached Exhibit 2 contains the current ordinance wording of the covered-parking provision, an amended version showing proposed changes with deleted text crossed-out and added text underlined, and a clean version of the amendments without cross-outs and underlining. Exhibit 3 summarizes the proposed changes in a list format. At their June 22nd meeting, the Planning and Zoning Commission recommended the proposed amendments.

Although the main concern of the City Council was to provide an exemption from the ordinance for nonconforming platted lots less than 50-feet wide, staff and the Planning and Zoning Commission have used this opportunity to propose other substantive changes. One is to eliminate references to the SF-1 and SF-2 development types, and instead simply used the term “detached single-family dwelling”. Referring to the use by development type, which in this case is defined primarily by the minimum required lot dimensions, was a means to apply different standards to each type, such as the size of the covered parking. However, we propose to simplify the standards by requiring a minimum of only a one-car garage or carport for all single-family dwellings, regardless of the size of the lot, so the distinction between SF-1 and Sf-2 is no longer necessary.

The current requirement for a two-car garage for the SF-1 development type (minimum lot width of 65 feet) assumes that a house constructed on such lot would take full advantage of the wider lot. However, there are vacant lots in the city that are 65 feet or greater in width, but where the owner may need only a small house and can't afford the extra expense of a two-car garage or carport. If there is a driveway sufficient to provide the remainder of the minimum number of required off-street parking spaces, covered parking for one car is sufficient.

Another substantive change is to apply the covered parking requirement to residential structures containing two units as well as detached single-family dwellings. This would include duplexes, two-unit condominiums, and two-unit townhouses. It is not uncommon to group single-family and two-unit dwellings in terms of applying different standards to them than are applied to other land uses. For example, Section 64-197(g)(1)(b) of our off-street parking standards allows vehicles to back into the street only for single-family and duplex dwelling units. All other land use types, including multi-family residential, must provide for unobstructed ingress and egress to all parking spaces, such as in a parking lot, without backing into the street. The intent of the covered-parking standard was to provide additional enclosed storage space as well as to improve the aesthetics of residential developments, such as prohibiting "snout houses". This is just as valid for residential structures containing two units as it is for detached single-family dwellings.

CITY OF
Lockhart
TEXAS



Chapter 64 Zoning

ARTICLE VII. ZONING DISTRICTS AND STANDARDS

Sec. 64-197. Regulations common to all or several districts.

(g) *Minimum parking and loading requirements.*

(2) Additional parking requirements in residential districts. [**Current text**]

- a. Each dwelling unit of the SF-1 and SF-2 development type shall provide covered vehicle parking in the form of a carport or garage having a usable parking area, exclusive of storage or other functions, of at least 440 square feet (two vehicles) for the SF-1 development type or 220 square feet (one vehicle) for the SF-2 development type. Carports shall be provided with an integral enclosed storage room of at least 40 square feet. Garages and carports shall not extend closer to the front property line than the wall or covered porch of the front of the house that is closest to the front property line. Front-facing garage doors for single-car and two-car garages shall not occupy more than 40 percent, and front-facing garage doors for three-car garages shall not occupy more than 50 percent, of the width of the house.

(2) Additional parking requirements in residential districts. [**Recommended changes**]

- a. Each detached single-family dwelling, duplex, two-unit condominium, or two-unit townhouse, unit of the SF-1 and SF-2 development type shall provide covered vehicle parking for at least one vehicle in the form of a carport or garage having a usable parking area, exclusive of storage or other functions, of at least ~~440 square feet (two vehicles)~~ per vehicle for each dwelling unit ~~the SF-2 development type~~ or 220 square feet ~~(one vehicle)~~ per vehicle for each dwelling unit ~~the SF-2 development type~~. Carports shall be provided with an integral enclosed storage room of at least 40 square feet. Garages and carports shall not extend closer to the front property line than the wall or covered porch of the dwelling ~~front of the dwelling~~ that is closest to the front property line. Front-facing garage doors for one-car and two-car garages shall not occupy more than 40 percent, and front-facing garage doors for three-car garages shall not occupy more than 50 percent, of the width of detached single-family dwellings ~~the house~~. A dwelling constructed on a nonconforming lot less than 50 feet wide that was platted prior to April 15, 1990, is not required to provide covered parking.

(2) Additional parking requirements in residential districts. [**Proposed text**]

- a. Each detached single-family dwelling, duplex, two-unit condominium, or two-unit townhouse, shall provide covered parking for at least one vehicle in the form of a carport or garage having a usable parking area, exclusive of storage or other functions, of at least 220 square feet per vehicle for each dwelling unit. Carports shall be provided with an integral enclosed storage room of at least 40 square feet. Garages and carports shall not extend closer to the front property line than the wall or covered porch of the dwelling that is closest to the front property line. Front-facing garage doors for single-car and two-car garages shall not occupy more than 40 percent, and front-facing garage doors for three-car garages shall not occupy more than 50 percent, of the width of detached single-family dwellings. A dwelling constructed on a nonconforming lot less than 50 feet wide that was platted prior to April 15, 1990, is not required to provide covered parking.

SUMMARY OF COVERED PARKING AMENDMENTS

Current Text

Applies only to detached single-family dwellings (SF-1 and SF-2 development types).

A minimum of two-car garages or carports required for SF-1 development type (lots 65 feet wide or greater), and a minimum of one-car garages or carports required for SF-2 development type (lots less than 65 feet wide).

Proposed Text

Replaces references to the SF-1 and SF-2 development types with the term *"detached single-family dwelling"*.

Applies to duplexes, two-unit condominiums, and two-unit townhouses, in addition to detached single-family dwellings.

Requires a minimum of only a one-car garage or carport for **any** lot width by deleting the requirement of at least a two-car garage or carport for the SF-1 development type (lots 65 feet or greater width).

Adds an exemption for nonconforming platted lots less than 50 feet wide.

Retains the following existing provisions:

- Requires carports to have an integral storage room of at least 40 feet;
- Requires that garages and carports not extend any closer to the front property line than the wall or covered porch of the front of the dwelling that is closest to the front property line; and,
- Limits the width of front-facing garage doors as a percent of the width of detached single-family dwellings (but not residential structures with two units).

**REGULAR MEETING
LOCKHART CITY COUNCIL**

JUNE 7, 2022

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Victoria Maranan, Public Information Officer
Pam Larison, Finance Director
Jesse Bell, Police Captain
David Fowler, Senior Planner

Monte Akers, City Attorney
Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent
Dan Gibson, City Planner

Citizens/Visitors Addressing the Council: Lyle Nelson of Capital Area Rural Transportation System; Holly Cunningham-Kaiser of Hays-Caldwell Women's Center; Noelia Buck of Combined Community Action – Senior Nutrition; Diana Coker of the Lockhart Area Senior Citizen Center; Layla Coleman of CASA of Central Texas; Jennifer Ritter of Specialized Public Finance; Alfonso Sifuentes of Central Texas Refuse; Jim Merritt of Masonwood Development; Daniel Loe of Forsite Studio; and Citizen Pete Arciniega.

Work Session 6:30 p.m.

Mayor White announced that Mayor Pro-Tem Sanchez would be arriving late to the meeting. He opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

A. PRESENTATION BY NON-PROFIT ORGANIZATIONS REQUESTING FUNDING OF AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2022-2023.

Ms. Larison stated that on April 28, 2022, non-profit organizations that offer services to the City of Lockhart residents were contacted about the upcoming Fiscal Year 2022-23 request for funding. Each organization was asked to provide the following information:

- Mission and benefit statement.
- Current financial statements.
- Uses of prior City contribution.
- Fiscal Year 2022-2023 request and how those funds are to be spent.

The following organizations provided information about their funding request.

Lyle Nelson of Capital Area Rural Transportation System (CARTS) provided information about how CARTS provides transportation services to the Lockhart community. He stated that CARTS is requesting a contribution in the amount of \$6,000.

Holly Cunningham-Kaiser of Hays-Caldwell Women's Center (HCWC) provided information about how they assist teens and women in the Lockhart community. She stated that HCWC is requesting a contribution in the amount of \$7,400.

Noelia Buck of Combined Community Action – Senior Nutrition (CCA) provided information about the meal program for senior citizens in the community. She stated that the CCA is requesting a contribution in the amount of \$8,000.

Diana Coker of the Lockhart Area Senior Citizen Center (LASCC) stated that the LASCC is a place where senior citizens can gather and continue to stay active and sociable. The LASCC also provides low cost lunch to the community five days a week. She stated that LASCC is requesting a contribution in the amount of \$4,332.

Layla Coleman of CASA of Central Texas provided information about how CASA assists children in the community. She stated that CASA is requesting a contribution in the amount of \$12,000.

Mayor White requested that the organizations that were unable to attend tonight's meeting are invited to attend the June 14, 2022 budget workshop to make their presentation.

B. DISCUSS ORDINANCE NO. 2022-21 AUTHORIZING THE ISSUANCE OF CITY OF LOCKHART, TEXAS LIMITED TAX NOTE, SERIES 2022; APPROVAL OF AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDED THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Ms. Larison stated that on May 17, 2022, the City Council directed staff to work with the City's Financial Advisor, Jennifer Ritter from Specialized Public Finance, Inc. (SPFI) and the City's Bond Counsel, Bart Fowler from McCall Parkhurst & Horton to secure funding for several capital projects for Fiscal Year 2022-2023.

The capital projects that were approved by the City Council on May 17, 2022 are as follows:

1. Extend the city's wastewater line down FM 1322 south of Blackjack St. up to 12,000' and add a sustainable lift station to support new development - \$1,300,000.
2. Complete architectural and engineering design work on City Line Rd. and Clearfork St. - \$750,000.
3. Provide additional funds for sidewalk restoration - \$350,000.
4. Purchase a new high ranger bucket truck for Electric department - \$400,000.
5. Purchase a new ladder truck for the Fire department - \$1,200,000.

The following is a schedule of events pertaining to the issuance of the tax notes:

- May 19, 2022, Ms. Ritter distributed the term sheet and financial information to potential bank bidders.
- Monday, June 6, 2022, Specialized Public Finance will receive and verify bids.
- June 7, 2022 - Ordinance 2022-21 will award the winning bidder of Series 2022 Tax Notes, approve the official statement and paying agent/registrar agreement, and levy an ad valorem tax to pay the note.
- June 30, 2022, the closing of Series 2022 Tax Notes will be funded, delivered, and proceeds distributed in accordance with Closing Instructions.

Jennifer Ritter of Specialized Public Finance provided information regarding the bids received and explained the upcoming process. There was discussion.

C. DISCUSS CITY COUNCIL MINUTES OF THE MAY 17, 2022 MEETING.

Mayor White requested corrections to the minutes. There were none.

J. DISCUSS RESOLUTION 2022-26 APPROVING THE PURCHASE OF BODY-WORN CAMERAS FOR THE LOCKHART POLICE DEPARTMENT USING GOVERNOR GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY.

Captain Bell stated that the City Council approved Resolution No. 2021-20, approving the submission of an application for a grant from the Texas Governor's grant program for the purchase of body-worn cameras. The approval included a 25% fund match and a budgetary amendment. The grant was awarded to the City of Lockhart and the funds are now available for use and the body-worn cameras are available from Motorola Solutions, Inc., which is an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative. The purchase of body-worn cameras, as described in the agenda packet for November 16, 2021, is hereby authorized, using grant funds and matching funds for a total of \$85,260. The resolution authorizes the City Manager to execute the necessary documents to acquire the body-worn cameras from Motorola Solutions, Inc. Captain Bell recommended approval.

L. DISCUSS RESOLUTION 2022-25 AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT (AFA) WITH TXDOT FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM FOR THE NORTH BLANCO STREET BRIDGE OVER TOWN BRANCH CREEK.

Mr. Kelley stated that during a routine inspection by Texas Department of Transportation (TxDOT) in December 2019, the North Blanco Street Bridge was found to have scouring, settling, and cracks that would require action. The city worked with TxDOT to create an Action Plan that included frequent routine inspections to monitor the bridge, along with TxDOT's biannual inspections. Staff has been working with TxDOT to fund the full replacement of the North Blanco Street Bridge using their Highway Bridge Replacement and Rehabilitation Program (HBRRP). Resolution 2022-25 authorizes the City Manager to enter into an Advance Funding Agreement (AFA) with TxDOT. The AFA will require the City to match 0.5% of the total estimated cost and the remaining 99.5% to be federally funded using the Highway Bridge Replacement and Rehabilitation Program (HBRRP). Once the Resolution is approved, TxDOT will be scheduling the bridge design and replacement for FY 2026. TxDOT inspected the bridge this spring and rated the condition the same. However, the inspector made the recommendation to have the bridge require a load posting of 24,000lbs per tandem axle to prolong the integrity of the bridge until the full replacement takes place. Mr. Kelley recommended approval. There was discussion.

C. DISCUSS BID FROM COUNTYWIDE BUILDERS IN THE AMOUNT OF \$93,750.00 TO CONSTRUCT AN EXTERIOR 1,800 SQUARE FOOT BUILDING TO THE ADJOINING BUILDING AT 214 BUFKIN LANE, LOCKHART, TEXAS, AND APPOINTING THE CITY MANAGER TO SIGN ALL CONTRACTUAL DOCUMENTS.

Mr. Leos stated that an expansion of physical building storage space at the City of Lockhart Electric Distribution Department was approved in the FY 2021-2022 budget. The expansion is necessary to ensure adequate storage space, protected from the weather, for both City equipment and electric distribution supply material. This protected storage space reduces costly damage caused by storms and the sun. The storage space better positions the city to meet the power needs of our growing community. To complete this project, bids were sought in compliance with State Law to construct an exterior 1,800 square foot

metal building to the adjoining building at 214 Bufkin Lane, Lockhart, Texas. One bid was received from Countywide Builders in the amount of \$93,750. Countywide has successfully completed other construction projects for the City. Mr. Leos recommended approval.

RECESS: Mayor White announced that the Council would recess for a break at 7:25 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor Pro-Tem Sanchez gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Alfonso Sifuentes of Central Texas Refuse stated that the service route change will begin soon and all citizens that will be affected have been notified. He requested a letter of support from the City of Lockhart of the 130 Environmental Park's application to the Texas Commission on Environmental Quality to extend their service days to include Saturday's.

ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATIONS ZC-22-11 AND PD-22-02 BY JIM MEREDITH ON BEHALF OF MASONWOOD DEVELOPMENT CORPORATION, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-22 FOR A ZONING CHANGE FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING A REVISED PDD DEVELOPMENT PLAN FOR KELLY VILLAS PLANNED DEVELOPMENT, ON 16.31 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1712 WEST SAN ANTONIO STREET (SH 142).

Mayor White opened the public hearing at 7:42 p.m.

Mr. Fowler stated that this item represents the revision of the PDD Plan for Kelley Villas, a 160-unit duplex condominium development located at 1712 West San Antonio Street. The original version of the PDD was approved on December 14, 2021. The PDD was revised in order to meet Texas Department of Transportation's (TxDOT) requirement that the entrance drive be relocated from its location of the approved PDD plan. Otherwise, the application is similar to the originally approved layout. The Planning and Zoning Commission recommended approval of both the zoning change request and the revised PDD plan by a vote of 5-1 at its May 25, 2022 meeting. No opposition has been expressed to this item. Mr. Fowler stated that staff recommends approval. There was discussion.

Mayor White requested the applicant to address the Council.

Jim Merritt, of Masonwood Development provided information about the construction timeline.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:48 p.m.

Councilmember McGregor made a motion to approve Ordinance 2022-22, as presented. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-22-16 BY DANIEL LOE, OWNER OF 203 NORTH COMMERCE STREET, AND A REQUEST BY DANIEL LOE ON BEHALF OF MIREYA VERA, EDGAR LLAMAS, GIOVANNA LLAMAS, ROBERT AND MARIA REYNA, OWNERS OF 115, 117, AND 119 EAST WALNUT STREET, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-23 FOR A ZONING CHANGE FROM CMB COMMERCIAL MEDIUM BUSINESS DISTRICT TO CCB COMMERCIAL CENTRAL BUSINESS DISTRICT ON A TOTAL OF 0.246 ACRE CONSISTING OF PART OF LOTS 5 AND 6, BLOCK 27, ORIGINAL TOWN OF LOCKHART.

Mayor White opened the public hearing at 7:50 p.m.

Mr. Fowler stated that this is a request to change the zoning for two commercial buildings and one related lot at the northwest corner of North Commerce and East Market Streets from Commercial Medium Business District to Commercial Central Business District. The subject parcels include one vacant building facing Commerce Street that the owner wishes to remodel and expand, and two restaurants facing Walnut Street. In both cases, the buildings are constructed to the front and side lot lines (no building setback), and have very little off-street parking. This configuration creates nonconformities with the standards of the existing CMB zoning of the parcels that would be resolved by rezoning to the CCB classification. No opposition has been expressed to this item. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested the applicant to address the Council.

Daniel Loe, of Forsite Studio, applicant, requested approval of the zoning change.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 7:55 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-23, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-22 REGARDING AMENDMENT OF SECTION 50-3 OF CHAPTER 50 OF THE LOCKHART CODE OF ORDINANCES TO ESTABLISH MAINTENANCE RESPONSIBILITIES FOR PUBLIC SIDEWALKS AND COST SHARING PROGRAMS FOR SIDEWALK RECONSTRUCTION OR REPAIRS.

Mr. Kelley stated that staff has received increasing inquiries about sidewalk replacement and maintenance. Unfortunately, current policies and ordinances lack the provisions to perform, delegate, and facilitate these requests. With the growing demand of the community, City Council has also been approached with requests to improve deteriorating sidewalks. State law, Transportation Code Sec. 311.004, gives Home-Rule Municipalities authority to: 1) construct a sidewalk; 2) provide for the improvement of a sidewalk

construction of a curb under ordinance enforced by a penal provision; and 3) declare a defective sidewalk to be a public nuisance. The Lockhart Home Rule Charter, Sec. 3.07(o), provides that the City Council may exercise exclusive dominion, control and jurisdiction, including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended. This provision authorizes City Council to create, amend and approve policy that encompasses public sidewalks. These few sidewalk references in the Code of Ordinances are unspecific and lack the details needed for a sidewalk program. There was discussion regarding the city's current ordinances pertaining to sidewalks.

The proposed ordinance amendment to Section 50-3 of the Lockhart Code of Ordinances clarifies:

1. Sidewalk maintenance responsibility.
2. Establishes a procedure to identify eligible sidewalk projects.
3. Creates a cost sharing program.

During the City Council Meeting held on May 17, 2022, Council designated projects that included deficient sidewalks for funding and directed staff to begin the process of funding with the City's Financial Advisor and the City's Bond Counsel by way of a tax note. Up to \$300,000 of the assumed tax note could be used to participate in a potential cost-sharing program or could be used to fund deficient sidewalks that are in the most critical need of repair.

There was discussion regarding the following:

- The ability to implement the cost sharing program regardless of whether the homeowner's property line does or does not include the right-of-way.
- The city's subdivision standards require sidewalks in new subdivision developments. Currently, in new development, the developer is responsible for sidewalk repairs/maintenance for the first two years.
- Possibly repairing all sidewalks prior to implementing the cost share program. Approximately \$353,000.
- Residential property owners would be participants in the cost share program.
- The possible method of working with residential property owners that are unable to pay for sidewalk repairs/replacement, such as a payment plan.
- The city's liability exists with injuries due to an unsafe sidewalk.

There was no action. The Council will continue discussion during the upcoming budget workshop.

ITEM 5. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5A-5G. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- A: Award bid to Countywide Builders in the amount of \$93,750.00 to construct an exterior 1,800 square foot building to the adjoining building at 214 Bufkin Lane, Lockhart, Texas, and appointing the City Manager to sign all contractual documents.
- B: Approve City Council minutes of the May 17, 2022 meeting.

- C: Postpone until July 5, 2022 applications ZC-22-08 and PDD-22-01 by James Travis Krause on behalf of Patton 3, LLC, for a Zoning Change from *RLD Residential Low Density District* to *PDD Planned Development District*, including a PDD Development Plan for *Lockhart Place Townhomes Planned Development*, on 19.798 acres in the Frances Berry Survey, Abstract No. 2, located at 903 State Park Road (FM 20).
- D: Postpone until July 19, 2022, application ZC-22-12 by Jim Meredith on behalf of Robert A. Schmidt for a Zoning Change from *CHB Commercial Heavy Business District* to *RHD Residential High Density District* on 14.57 acres in the Byrd Lockhart Survey, Abstract No. 17, located at 101 East China Street. *Tabled 4-19-22.*
- E: Postpone until July 19, 2022, application ZC-22-06 by Curtis Thigpen of Paravel Capital for a Zoning Change from *RMD Residential Medium Density District* to *RHD Residential High Density District* on 19.906 acres in the Cornelius Crenshaw Survey, Abstract No. 68, located at 1900 North Cesar Chavez Parkway Northbound (SH 130). *Tabled 3-15-22*
- F: Postpone until July 19, 2022, application ZC-22-09 by Chris Bancroft on behalf of Alma Ewald for a Zoning Change from 23.064 acres *AO Agricultural--Open Space District* to 18.535 acres *RHD Residential High Density District* and 4.529 acres *CMB Commercial Medium Business District* in the Byrd Lockhart League, Abstract No. 17, located at 1650 North Colorado Street (US 183). *Tabled 4-5-22*
- G: Postpone until July 19, 2022, application ZC-22-10 by Chris Bancroft on behalf of Ernest Ewald, Jr., for a Zoning Change from 15.906 acres *AO Agricultural--Open Space District* to 12.262 acres *RHD Residential High Density District* and 3.644 acres *CMB Commercial Medium Business District* in the Byrd Lockhart League, Abstract No. 17, located at 1724 North Colorado Street (US 183). *Tabled 4-5-22*

ITEM 6-A. PRESENTATION BY NON-PROFIT ORGANIZATIONS REQUESTING FUNDING AND CONSIDER ALLOCATIONS OF AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR 2022-2023.

Mayor White announced that there was no action. Consideration of allocations will be considered at a future council meeting.

ITEM 6-B. CONSIDERATION AND ACTION WITH RESPECT TO ORDINANCE NO. 2022-21 AUTHORIZING THE ISSUANCE OF CITY OF LOCKHART, TEXAS LIMITED TAX NOTE, SERIES 2022; APPROVAL OF AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; PRESCRIBING THE FORM OF THE NOTE; LEVYING AN AD VALOREM TAX TO PAY THE NOTE; AWARDING THE SALE THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO.

Councilmember McGregor made a motion to approve Ordinance 2022-21, as presented. Councilmember Bryant seconded. The motion passed by a vote of 5-0-1, with Councilmember Michelson abstaining.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2022-26 APPROVING THE PURCHASE OF BODY-WORN CAMERAS FOR THE LOCKHART POLICE DEPARTMENT USING GOVERNOR GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY.

Councilmember Michelson made a motion to approve Resolution 2022-26, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2022-25 AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT (AFA) WITH TXDOT FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM FOR THE NORTH BLANCO STREET BRIDGE OVER TOWN BRANCH CREEK.

Councilmember McGregor made a motion to approve Resolution 2022-25, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-F. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no action.

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

- Central Texas Refuse trash service change goes into effect the week of June 13th.
- June 18th - Movie in the Park, *Encanto*.
- City pool and Splash pad will be closed June 6-13 during Chisholm Trail Roundup events.
- Free swim day on June 18th in observance of the Juneteenth weekend.
- Caldwell County COVID-19 Community Level: Medium.
- Summer Teen Center Recreation Program starts June 6.
- New ambulance status.

Mayor White requested Pete Arciniega to address the Council.

Pete Arciniega spoke against the PRIDE week events.

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

Councilmember Mendoza thanked the Carver School for their meeting. He expressed prayers for the community of the City of Uvalde.

Mayor Pro-Tem Sanchez expressed condolences to the families of Mary Ann Zimmerhanel, Gail Rose Coers, and Bertie Mae Daley for their loss. She congratulated the following successful events: Courthouse Nights, High School and College graduates, Running with the Bulls, and to the Lockhart Chamber of Commerce for a successful Chisholm Trail Roundup.

Councilmember McGregor shared information about the upcoming Courthouse Nights. She congratulated PRIDE Lockhart for their one year anniversary.

Councilmember Bryant thanked Pete Arciniega for his dedication to the community. He announced a few Juneteenth events next weekend. Happy Father's Day to all. He stated that June is children's awareness month.

Councilmember Michelson encouraged everyone to be safe in the heat during the upcoming Chisholm Trail Roundup.

Mayor White also encouraged everyone to be safe during the upcoming Chisholm Trail Roundup. He announced several Juneteenth events. Happy Father's Day.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 9:00 p.m.

PASSED and APPROVED this the 5th day of July 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**LOCKHART CITY COUNCIL
SPECIAL MEETING
BUDGET WORKSHOP**

JUNE 14, 2022

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Brad Westmoreland

Mayor Lew White

Councilmember Derrick David Bryant
Councilmember Jeffry Michelson

Council absent:

Councilmember Kara McGregor

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Julie Bowermon, Civil Service/HR Director
Pam Larison, Finance Director
Travis Hughes, Parks Director
Ernest Pedraza, Police Chief
Randy Jenkins, Fire Chief

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Dan Gibson, City Planner
Sean Kelly, Public Works Director
Bertha Martinez, Library director
Jesse Bell, Police Captain

Citizens/Visitors Addressing the Council: Carla Merritt of Cenikor and Meredith Jakovich of Caldwell County Christian Ministries.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 6:30 p.m.

**ITEM 2-B. PRESENTATION BY NON-PROFIT ORGANIZATIONS REQUESTING FUNDING
OF AN ANNUAL CONTRIBUTION FROM THE CITY OF LOCKHART FOR FISCAL YEAR
2022-2023.**

Mayor White requested the following non-profit organizations to make a presentation:

Carla Merritt of Cenikor provided information about how Cenikor assists the youth with drug prevention and recovery programs. Ms. Merritt stated that Cenikor is requesting a contribution in the amount of \$2,000.

Meredith Jakovich of Caldwell County Christian Ministries (CCCM) provided information about how they provide food to needy families in the community. She stated that CCCM is requesting a contribution in the amount of \$10,000.

There was discussion regarding the funds available to distribute to the non-profit organizations.

**ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED
FISCAL YEAR 2022-2023 BUDGET.**

Ms. Larison provided information and there was discussion regarding the following Fiscal Year 2022-2023 budget topics:

- General Fund summary.
- Significant increases or decreases in revenues for 2022-2023.
 - **TAXES**
 - Property taxes – decrease of \$106,265 from prior year revenues due to the 0.0049 transfer to the I&S rate for 2023 for the 2022 Tax Note payments.
 - Sales taxes – increase of \$242,050, which is a 12% increase to the current fiscal year's revenues.
 - Franchise taxes – increase of \$40,000, which is also a 12% to current revenues.
 - Mixed Beverage tax – significant increase of 50% - \$8,000.
- Revenues for 2022-2023.
 - **LICENSES & PERMITS**
 - Engineering Plan Reviews – increase of \$40,000
 - Zoning Permits – increase of \$12,000
 - Food & Beverage Permits – increase of \$7,500
 - No significant increases in the following permits:
 - Building, plumbing, electrical.
 - **INTERGOVERNMENTAL REVENUES**
 - Intergovernmental revenues includes revenues received from Lockhart ISD, Caldwell County, and State and Local grants.
 - No changes to revenues.
 - **FINES & FEES**
 - Minimal increases in revenues (\$25,500).
 - **INTEREST**
 - Possibility of doubling or tripling in FY 2023 but budgeted conservatively (no change).
 - **MISCELLANEOUS REVENUES**
 - Includes sale of assets, land, donations, and miscellaneous revenues.
 - No significant changes, slightly lower projections - decreased \$6,200.
 - **TRANSFERS**
 - Utility to General Fund transfers are below 25% threshold per Financial Management Policy (\$3,663,731).
 - Major transfers for capital projects and assets are from American Rescue Plan Act (ARPA) and the 2022 Tax Note (\$3,200,000).
- Wages, compensation and health insurance.
- General Fund capital.

BUDGETED CAPITAL ITEMS FOR FISCAL YEAR 2022-23

COMMUNITY FACILITIES		<u>FUNDING SOURCES</u>
100-5211-911-00 CONSTRUCTION/PROJECT IMPROVEMENT		
(asbestos assessment @ old hospital building)	\$50,000.00	FY 22-23 BUDGET (GF)
POLICE DEPARTMENT		
100-5317-906-00 MOTOR VEHICLES		
(2 new vehicles)	\$85,000.00	FY 22-23 BUDGET (GF)
FIRE DEPARTMENT		
100-5318-903-00 MOTOR VEHICLES		
(ladder truck)	\$1,200,000.00	SERIES 2022 TAX NOTE
PARKS & RECREATION		
100-5422-912-00 MACHINERY & EQUIPMENT		
(Scag Mower)	\$15,500.00	FY 22-23 BUDGET
100-5422-999-00 OTHER CAPITAL OUTLAY		
(City Park paving)	\$87,000.00	ARPA
(Splash pad at Maple St. Park)	\$250,000.00	ARPA
(Modular restroom at Maple St. Park)	\$100,000.00	ARPA
STREETS & ROW		
100-5633-903-00 ARCHITECTURAL & ENGINEERING DESIGN		
(City Line Rd. & Clearfork St.)	\$750,000.00	SERIES 2022 TAX NOTE
100-5633-912-00 MACHINERY & EQUIPMENT		
(Backhoe & Trailer)	\$122,581.00	ARPA
100-5633-911-00 CONSTRUCTION/PROJECT IMPROV.		
(Olive St., N. Medina, S. Medina, Center St., Hickory St., and Bois D'Arc)	\$605,038.00	FY 22-23 BUDGET (GF)
100-5633-935-00 SIDEWALKS	\$350,000.00	SERIES 2022 TAX NOTE
GENERAL FUND TOTAL		\$3,615,119.00

- Increase in fuel expenses.
- General Fund proposed increases:
 - Mayor/Council
 - Increase \$20,000 - November election expenses
 - Tax Appraisal Dist.
 - Increase in CCAD budget - \$33,930 (wage increases)
 - City Manager
 - Increase in salaries for Assistant City Manager with benefits - \$152,500
 - Increase in salaries for Administrative Assistant to City Manager's Department with benefits - \$39,000
 - New Office lease - \$100,000
 - Animal Control
 - New annual contract veterinary services - \$10,000
 - Increase in education/training - \$2,000
 - Municipal Court
 - New security cameras - \$6,000
 - Police Department
 - Increase in computer software - \$52,300
 - Increase in uniforms & apparel - \$19,000
 - Increase in motor vehicle maintenance - \$7,000
 - Increase in certifications - \$5,000
 - Fire Department
 - Increase in Contracts/Services - \$7,775
 - New industrial dryer - \$5,500.

- Library
Tech Room internet fees (moved from community facilities budget) - \$13,700
- Parks
New soccer field materials - \$5,000
Moved from Council budget - Movies in the Park & July 4th Fireworks - \$18,600
- Planning & Development
Increase in architectural & engineering (building and developmental reviews) - \$50,000
New Comprehensive Plan - \$100,000 (FY 24-25 - \$100,000)
- Building Inspections
Increase in inspections - contracting services - \$100,000
- Cemetery
Increase in mowing contract - \$18,500
- Street Department
Increase in maintenance & repairs to streets and drainage - \$40,000

ITEM 2-C. CONTINUE DISCUSSION REGARDING AMENDMENT TO SECTION 50-3 OF CHAPTER 50 OF THE LOCKHART CODE OF ORDINANCES TO ESTABLISH MAINTENANCE RESPONSIBILITIES FOR PUBLIC SIDEWALKS AND COST SHARING PROGRAMS FOR SIDEWALK RECONSTRUCTION OR REPAIRS.

Mayor White announced that discussion regarding the sidewalk ordinance would be held during the June 15, 2022 budget workshop/special meeting.

ITEM 3. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 7:30 p.m.

PASSED and APPROVED this the 5th day of July, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**LOCKHART CITY COUNCIL
SPECIAL MEETING
BUDGET WORKSHOP**

JUNE 15, 2022

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Brad Westmoreland

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Jeffry Michelson

Council absent:

Councilmember Kara McGregor

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Pam Larison, Finance Director
Bob Leos, Electric Superintendent

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Sean Kelly, Public Works Director
Mike Kamerlander, Economic Dev. Director

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 6:30 p.m.

**ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED
FISCAL YEAR 2022-2023 BUDGET.**

Ms. Larison provided information and there was discussion regarding the following Fiscal Year 2022-2023 budget topics:

- Utility revenue increases in Fiscal Year 2022-2023:
 - Electric
 - 2022 Tax Note for Capital Assets - \$350,000
 - Electric System Upgrade for capital projects - \$500,000
 - Increase in sales due to growth (3.5%) - \$237,000
 - Water
 - 2nd of 3-year phase in rate plan - \$243,000
 - Wastewater
 - 2nd of 3-year phase in rate plan - \$352,709
 - Solid Waste
 - Increase in rates due to Central Texas Refuse 5% - \$93,035
- Electric and water fund summary.
- Water rates. On September 21, 2021, Council approved a 3-year phase-in water rate plan, this increase is for year 2.

- Wastewater fund summary and wastewater rates. On September 21, 2021, Council approved a 3-year phase-in water rate plan, this increase is for year 2.
- Solid waste fund summary and rates.
- Utility fund capital.

BUDGETED CAPITAL ITEMS FOR FISCAL YEAR 2022-23			
ELECTRIC DISTRIBUTION			
500-5745-911-00 CONSTRUCTION/PROJECT IMPROV.			
LCRA SYSTEM STUDY - Project #16; LK30	\$500,000.00		Electric Upgrade Fund
(8 city blocks west of Hwy 183, south of courthouse)			
500-5745-906-00 MOTOR VEHICLES			
(Hi-Ranger Bucket truck)	\$350,000.00		SERIES 2022 TAX NOTE
ELECTRIC FUND TOTAL		\$850,000.00	
WATER DISTRIBUTION			
520-5750-910-00 BUILDINGS & STRUCTURES			
(Fencing & Security)	\$100,000.00		FY 22-23 BUDGET
WATER FUND TOTAL		\$100,000.00	
WASTEWATER			
540-5760-911-00 CONSTRUCTION/PROJECT IMPROV.			SERIES 2022 TAX NOTE
(12,000' line and lift station - 1322)	\$1,300,000.00		
AIRPORT FUND TOTAL		\$1,300,000.00	
AIRPORT DEPT			
580-5780-911-00 CONSTRUCTION/PROJECT IMPROV.			
(GRANT MATCH FOR IMPROVEMENTS)	\$50,000.00		FY 22-23 BUDGET
AIRPORT FUND TOTAL		\$50,000.00	

- Utility funds significant expenditure increases:
 - Electric Department
 - Billing
 - Computer software - \$33,000
 - Sensus contract (meter read) - \$59,000
 - Credit card fees - \$35,000
 - Distribution
 - Tree trimming contract - \$130,000
 - Transformers & service lines - \$25,000
 - Capital
 - Water Department – capital only
 - Wastewater Department – capital only
 - Solid Waste Department
 - CTR contract increase of 5% (effective June 1, 2022)
 - EMS
 - Ascension contract increase - \$120,000 (estimate)
 - Defibrillators - \$95,000
- EMS fund summary.
- Airport fund summary.
- Lockhart Economic Development Corporation budget summary.
- Future budget meetings and budget tasks.

Mayor White stated that discussion regarding sidewalks was listed on the June 14, 2022 Council agenda yet the item was postponed for discussion during tonight's meeting.

There was discussion regarding the following:

- \$350,000 dedicated to repair sidewalks before implementation of a sidewalk cost share policy.
- Propose a 50/50 cost sharing program.
- Follow up with Homeowner Associations to see if the HOA fee includes sidewalk repairs.
- Discussion regarding a fine between \$100-\$500 for violating the cost share program.
- Potential grants for sidewalk repairs.
- Determine status of sidewalk repairs along collector streets and highways.

ITEM 3. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:09 p.m.

PASSED and APPROVED this the 5th day of July 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

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

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: This item is the continued postponement of Zoning Change ZC-22-08 and Planned Development District Plan PDD-22-01. The proposed development is a townhouse subdivision with the units located on individual lots. The plan as proposed had 246 residences, mostly on 20' x 90' lots, with a combination of 2 and 3-story units. The proposed PDD plan was considered at the June 22, 2022 Planning and Zoning Commission meeting. After deliberation, the commission voted 4-1 to approve the zoning change and the PDD plan on the condition that the development's density is reduced from approximately 12.5 units per acre to a maximum of 10 units per acre, and that all of the planning staff's technical comments were addressed in the revised PDD plan. Because of the PDD plan being subject to the statutory 30-day time limit, with one possible extension, it has been withdrawn so the plan can be revised to meet the Planning and Zoning Commission's recommendation without expiring. As such, staff recommends the postponement of the zoning change and PDD plan until the August 16, 2022 City Council meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Postponed to July 5, 2022, at the June 7, 2022 City Council meeting.

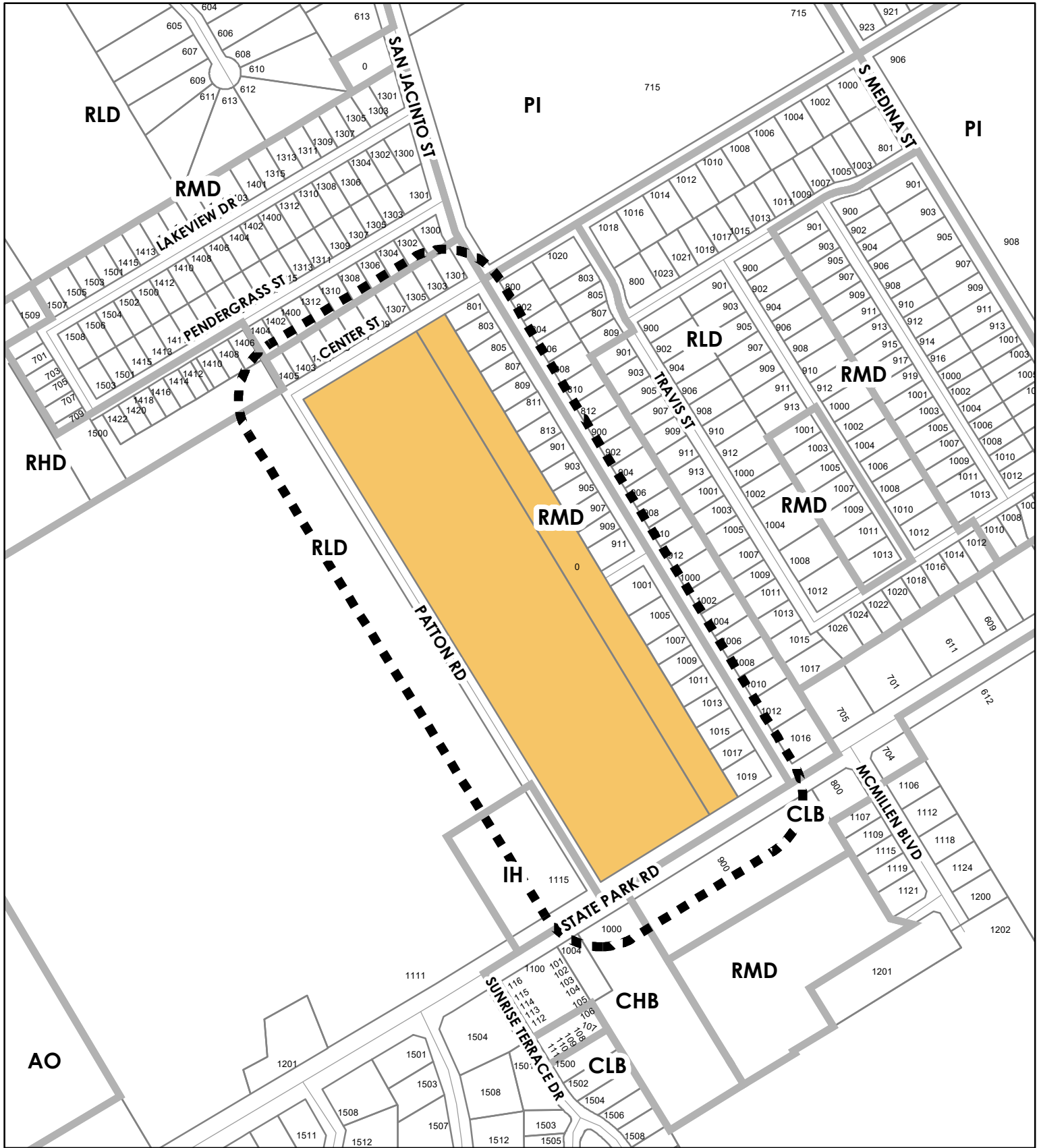
City of Lockhart, Texas

Council Agenda Item Cover Sheet

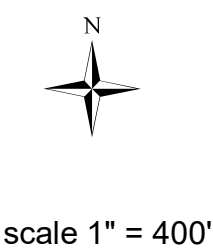
COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval at its June 22, 2022 meeting, with the conditions that the development's density is reduced to 10 units per acre and that all staff technical comments are addressed.

STAFF RECOMMENDATION/REQUESTED MOTION: Postpone Zoning Change ZC-22-08 and PDD Plan PDD-22-01 until August 16, 2022.

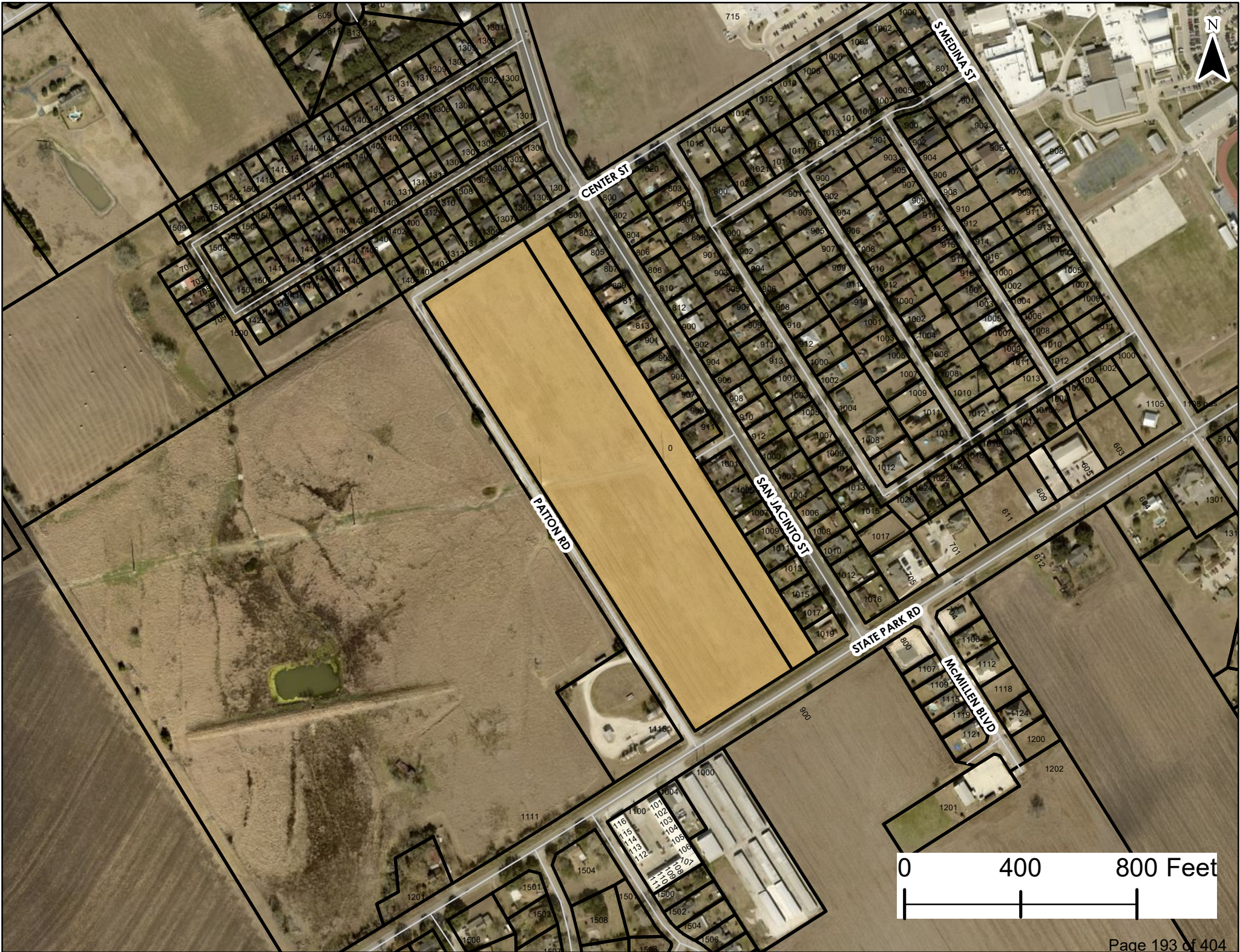
LIST OF SUPPORTING DOCUMENTS: ZC2208 case map, ZC2208 aerial, ZC2208 zoning, ZC2208 future landuse, 06-30-22 postpone ZC-22-08 memo to council, ZC2208 application--updated 7-1-22

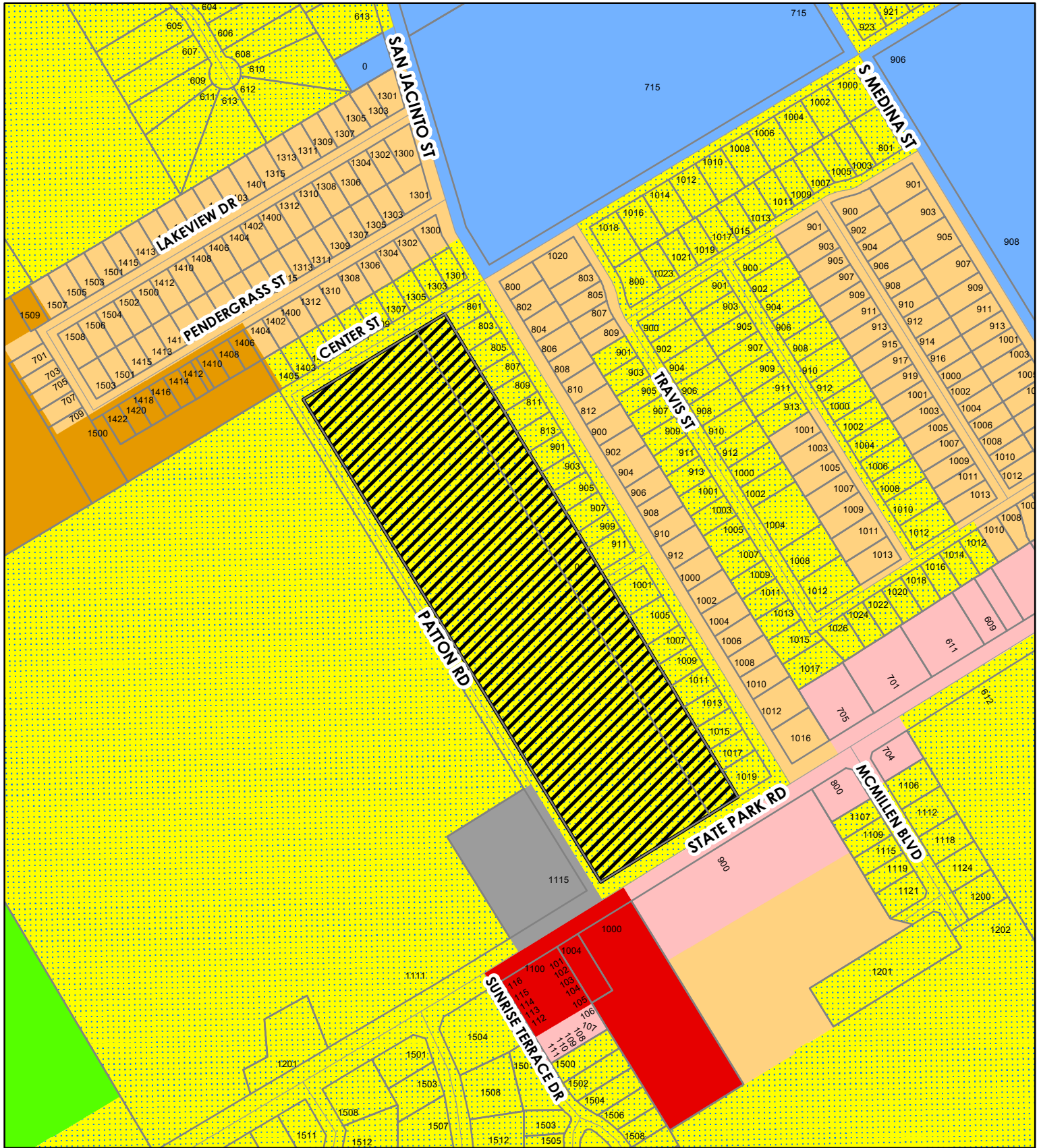


ZC-22-08 & PDD-22-01
 LOCKHART PLACE TOWNHOMES
 RLD TO PDD
 903 STATE PARK RD

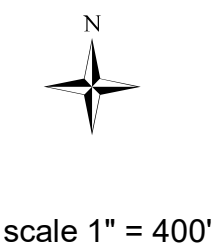


- SUBJECT PROPERTY
- ZONING BOUNDARY
- 200 FT BUFFER

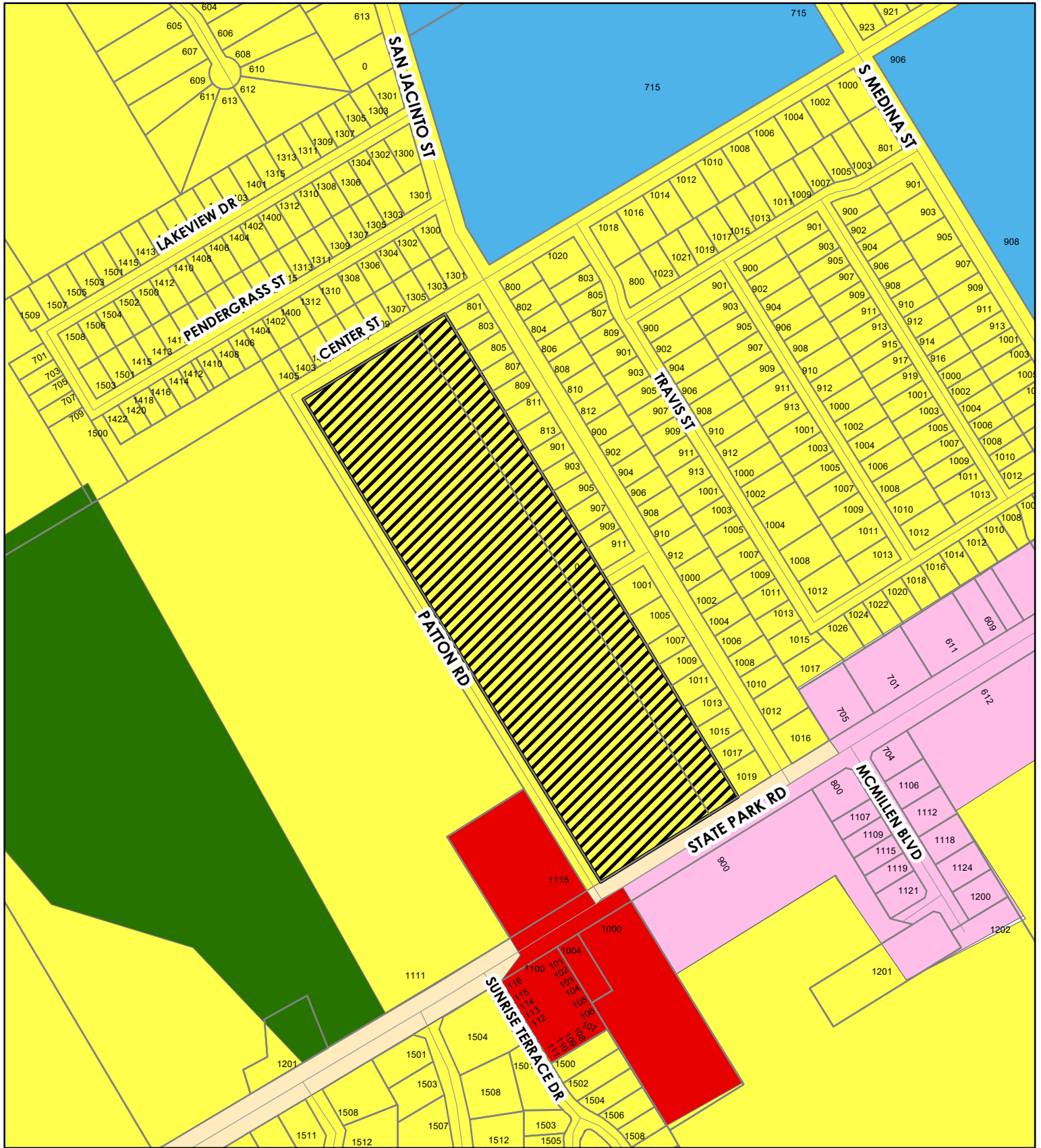




ZC-22-08 & PDD-22-01
 LOCKHART PLACE TOWNHOMES
 RLD TO PDD
 903 STATE PARK RD



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



FUTURE LANDUSE

RLD TO PDD

903 STATE PARK RD



scale 1" = 400'

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

TO: City Council

FROM: David Fowler, Senior Planner

SUBJECT: Postpone ZC-22-08 and PDD 22-01 to August 16, 2022

DATE: July 1, 2022

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

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

Due to the need to substantially redraw the PDD development plan, the applicant has withdrawn their submission to allow time to revise the plan and allow city staff time to review the plan. To allow for adequate review and preparation of the new plans, planning staff recommends the Zoning Change (ZC-22-08) and PDD development plan (PDD-22-01) be postponed to the August 16, 2022 City Council meeting.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

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

ADDRESS 1950 County Road 146
Georgetown TX 78633

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

ADDRESS 1950 County Road 146
Georgetown TX 78633

PROPERTY

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

REQUESTED CHANGE

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

SUBMITTAL REQUIREMENTS

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

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

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

APPLICATION FEE OF \$ 570.00 ^{546.00} PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE _____

DATE 2/16/22

OFFICE USE ONLY

ACCEPTED BY Dan Gibson & Kevin Waller RECEIPT NUMBER R01137669

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

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

PLANNING AND ZONING COMMISSION MEETING DATE 5-25-2022

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

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

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Approve renewal of the Lockhart Youth Soccer Association (LYSA) contract, as recommended by the Parks Advisory Board.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The existing LYSA contract requires renewal every five years and is currently due. This agreement specifies the conditions for the utilization of the Cpl. Jason K. LeFleur Soccer Complex located at 1507 Maple Street, Lockhart, TX, by the LYSA. The only change to this agreement is the insertion of Section 3.1.f on page 4. This addition provides up to a maximum of \$5,000 annually for the maintenance of the field irrigation system. This amount was tentatively approved as an added line item to the Parks & Recreation Budget during the budget workshop on June 14, 2022. The Parks Board voted unanimously on June 16, 2022, to submit this contract to the City Council for renewal.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): City Council has already approved the \$5,000 line item to the budget for soccer irrigation maintenance

PREVIOUS COUNCIL ACTION: The previous agreement was executed on March 24, 2017.

COMMITTEE/BOARD/COMMISSION ACTION: The Parks Board voted unanimously on June 16, 2022 to submit the contract to the City Council for renewal.

STAFF RECOMMENDATION/REQUESTED MOTION: The Parks & Recreation Department recommends the contract be renewed.

LIST OF SUPPORTING DOCUMENTS: LYSA Field Complex Agreement

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)

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JASON K. LEFLEUR FIELD COMPLEX USE AGREEMENT

This Agreement is made between the City of Lockhart, Texas, a municipal corporation organized under the laws of the State of Texas, having its principal office at 308 W. San Antonio Street, Lockhart, Texas 78644, referred to as “the City,” and the Lockhart Youth Soccer Association, a non-profit entity having its principal office at 925 W Live Oak Street, Lockhart, Texas 78644, referred to as “LYSA.”

The City recognizes that the LYSA youth Field programs serve a public purpose by providing for the recreational needs of youth in the City. The LYSA, a 38-year volunteer organization dedicated to youth soccer recreation, and the City have worked together to provide these programs since 2005 at this complex, and have helped more than 350 youths each year since that time. The LYSA has made significant improvements to the Field Complex including some field irrigation, storage facility, goals, and other amenities, and the LYSA continues to use its funds to improve the Field Complex. Based on this relationship and the public purpose served thereby, the City and the LYSA enter into this Use Agreement under the following conditions:

Recitals

1. The City is the owner of the Cpl. Jason K. LeFleur Field Complex, located at 1507 Maple Street, Lockhart, Texas and consists of approximately 28 acres with concession and restroom facilities, and is used as multi-purpose fields and soccer fields for team games, practicing, and tournaments. Any changes and/or additions to the complex facilities including the fields cannot be done without permission of the City Parks Manager and/or Public Works Director and any such alterations must be corrected by LYSA in a timely manner. Any reference to the Field Complex in this agreement includes any one or all fields thereon.
2. The LYSA is experienced in the maintenance and repairs of the Field Complex and has regular use of the Field Complex Field Complex. The primary service area of the LYSA is the City of Lockhart, Texas.
3. The City desires to enter into an agreement with the LYSA for the exclusive operation and general maintenance of the Field Complex, and the LYSA desires to have such exclusive operation and general maintenance on the terms and conditions set forth in this agreement.

4. The duration of this Renewal Agreement is five (5) years from the date of its execution by the parties. This agreement may be extended for another five (5) years upon written request by the LYSA on or before the termination of this agreement with approval of the Lockhart City Council. Any renewal request by LYSA must be in writing and be received by the City 60 days prior to the agreement termination. The Field Complex will be used for conducting youth Field programs by the Lockhart Youth Soccer Association and other organizations as described herein.

5. Youth Field programs (supervised, competitive athletic and recreational events for children, adolescents, and teenagers, non-adult) conducted at the Field Complex shall be sponsored by *non-profit organizations only*, and shall be open to all persons, regardless of race, color, religion, national origin, or ability.

In consideration of the mutual covenants set out herein, the City and the LYSA agree as follows:

Section I. Improvements and Alterations to the Field Complex

On assuming the operation and maintenance of the Field Complex, the LYSA shall submit in writing to the City any recommended improvements and alterations to the Field Complex, and any other matters that will enhance its efficient use or management. All plans and specifications for improvements and alterations must be approved in writing by the City. Improvements and alterations must conform to the current standards as specified by the Texas Parks and Wildlife Department and other state, local and federal law. After conferring with the City and obtaining approval to make improvements and alterations, the LYSA will undertake completion of the improvements and alterations at the sole expense of the LYSA, unless otherwise agreed upon by the City and the LYSA. Utilities, including electrical wiring, must be placed by qualified/licensed individuals underground as required by the Texas Parks and Wildlife Department.

Advertising signs at the Field Complex must be approved in writing by the LYSA and the City, and are permitted only on fences, as temporary attachments to the concession stand causing no damage, and only during the seasonal play.

Section II. Use of the Field Complex by Other Organizations or Individuals

Other non-profit organizations or groups may request the use of the Field Complex and will be given *reasonable access to the fields* where no conflicts exist with use of the Field Complex by the LYSA or other scheduled events. Such requests are to be made in writing to the LYSA Board for approval and will be provided by the LYSA to the City's Parks and Recreation Director. The other organizations shall provide to the LYSA adequate general liability insurance coverage naming LYSA and the City of

Lockhart as additional insured and provide assurances of safe use of the Field Complex.

Other such organizations shall agree to return the Field Complex to the condition that it was in prior to the organization's use of it, and to repair any damage done to the Field Complex before or immediately upon completion of the games/tournaments. Other organizations shall pay to the LYSA the following for the use of the Field Complex:

- *\$100.00 per month per field, single team practice;*
 - *\$30.00 per team tournament; and*
 - \$50.00 per field for a cleaning and repair deposit, to be applied against any costs incurred by the LYSA for cleaning and repairing the field after use by the other organization, including but not limited to replacing field markers, field paint and dirt. LYSA may choose to refund the deposit if organization performs tasks to its satisfaction.
- \$ 30.00 per team per tournament; and*
- \$100.00 per field for a cleaning and repair deposit to be applied against any costs incurred by the LYSA for cleaning and repairing the field after use by the other organization, including but not limited to replacing field markers, field paint, and dirt.

Other organizations, as applicable, shall pay to the City a lighting fee of \$60.00 per field per month when available for the use of the lights at the Field Complex, where such use shall occur after sundown. Proof of payment must be provided to LYSA.

LYSA and the City recognize that the complex is public property that can be used by families, individuals and non-league groups for general recreational when there is no conflict with LYSA or City or other scheduled events.

The City's Parks and Recreation Department may use the Field Complex at no charge when the Field Complex is not scheduled for league play or maintenance, and after receiving clearance from the LYSA. Use of the Field Complex by a school district shall require an inter-local agreement between the City, the LYSA, and the school district.

The Field Complex fields will not be used as practice fields except as approved in writing by the LYSA Board or designated President or Vice-President during the LYSA Seasons season. LYSA will not unreasonably deny use of the fields.

Section III. Maintenance and Repairs

The LYSA will use its best efforts to ensure that the property is maintained in an attractive condition and in a good state of repair even in off-seasonal play.

1. City Responsibilities at the Field Complex shall be as follows, and requests for maintenance and repairs must be made in writing to the City's Parks and Recreation Department:

a. As applicable, Field Complex and parking area lighting will be maintained by the City. Requests for light bulb replacement or maintenance of lighting equipment must be made via email to the City Parks and Recreation Department. A total of two light bulbs must be burned out prior to any request. Please allow time for this process to take place.

b. Mowing and trimming of common areas (areas outside playing surfaces) identified on Attachment A will be performed as needed by the City. The fields and common areas will be treated for fire ants, bees and other insects once at the beginning of each seasonal play by the City, but subsequent treatments during the season shall be the responsibility of the LYSA in compliance with pest control laws.

c. Water, electricity and wastewater utilities will be provided by the City, subject to reimbursement as provided in this agreement. Any excessive use will be addressed with LYSA. It is the responsibility of LYSA to ensure that utilities are used in a responsible manner.

d. Where the City must make repairs for damages to the Field Complex as a result of negligence or misuse by the LYSA or other organizations, the LYSA shall reimburse the City for the costs of such repairs within a reasonable period of time.

e. Repairs to the complex concession structure, bleachers, dugouts, posts, sidewalks, parking areas and scoreboards shall be performed by the City in a timely manner with notice by LYSA via email:

(1) If a safety issue, LYSA will protect the public from the hazard as best it can and report it immediately to the City which will respond within 24 hours. (2) If not a safety issue, City will respond within 14 days or less, and (3) if the City cannot respond within the time frame, City will notify LYSA so LYSA can reach out to other resources to address the issue.

f. Repairs to the complex irrigation system, up to a maximum of \$5,000 annually, shall be performed or contracted by the City as requested by LYSA. The scope of these repairs must be agreed upon by LYSA and The Parks and Recreation Director prior to the repairs being scheduled.

2. LYSA Responsibilities at the Field Complex shall include all maintenance and repairs not provided by the City, including but not limited to:

a. Marking and lining the fields as needed.

b. Keeping the Field Complex fields and Common Areas, including parking lots free of litter during use by the LYSA or other organizations; emptying trash receptacles.

- c. Cleaning the Field Complex restrooms, Concession Stand, and other facilities during use by the LYSA or other organizations.
- d. As applicable controlling lights and other utility usage at the Field Complex. Where the LYSA or any other organization misuses such utilities, the City may immediately stop providing such utilities and/or require the misusing organization to pay for additional usage;
- e. Abiding by the City's Parks and Recreation Department Water Conservation Plan.
- f. Requiring background checks on all LYSA coaches and volunteers and keeping such records for up to 3 years.
- g. Paying to the City \$50.00 per field per seasonal use of the fields.
- h. Performing and supplying all required normal maintenance activities and materials (cleaning, painting, tightening, straightening, alignments, plumbing stoppages, interior light bulbs, toilet paper, paper towels, etc.) for the complex concession building, bleachers, dugouts, posts, , any scoreboards, and concession appliances.
- i. Performing all mowing, trimming, and dirt work on the fields to provide neat and safe fields for playing. The City will provide sand and/or loam given appropriate notice.
- j. LYSA will announce before each game that alcohol is not allowed at the Field Complex and that violators will be reported to the Police Department.
- k. Since the facility is used as a family recreational setting, LYSA will ensure that coaches and visitors conduct themselves in an appropriate manner, and if necessary, call the Police Department for individuals refusing to stop unruly behavior.

Section IV. Sales of Goods at the Field Complex

Non-profit organizations may only sell food, beverages and/or products at the Field Complex during games or tournaments. The income from such sales shall be the property of the non-profit organization. The LYSA retains the right to approve or disapprove all concession stand usage at the Field Complex. All persons/entities that wish to use a concession stand or sell goods at the Field Complex must receive written approval by the LYSA and the City, and must conform to all city, county, and state food, health, and other applicable regulations, ordinances and statutes.

Section V. Reporting Requirements

The LYSA shall provide the following information to the City on an annual basis:

1. A completed set of forms promulgated by the City's Parks and Recreation Department by December 1 of each year, such forms providing information regarding the use of the Field Complex by non-profit organizations only.
2. A signed Field Complex Use Agreement.
3. A completed information sheet with:
 - A list of at least five (5) officers and board members of the LYSA, with addresses and phone numbers, who shall be responsible for the LYSA financing of the Field Complex program:
 - Program information as determined by the City;
 - Complex information as determined by the City;
 - A financial statement of the LYSA; and
 - Other miscellaneous information as determined by the City.
4. A copy of the LYSA's current insurance policy, naming the City of Lockhart, Texas as additional insured.
5. A copy of the official documents showing the LYSA's current non-profit status.

Section VI. Insurance

During the period of operation of the LYSA and any other organizations that use the Field Complex as described herein, beginning with registration of players and through the entire season of play, the LYSA must carry liability and property damage insurance, naming the City of Lockhart, Texas as additional insured. The insurance coverage must insure against any injuries and damages arising in any way from the use or operations of the Field Complex. The amounts of coverage must be \$25,000 in property damage, and \$100,000 per person/\$300,000 per occurrence for personal injury and public liability. The primary insured shall be the LYSA, and an insurance policy naming as primary insured any other person or organization will not meet the requirements of this Agreement. The LYSA shall bear the cost of such insurance coverage. The City will cooperate with the LYSA and any insurer in the making and delivery of all reports, notices, and other items required in connection with the insurance policy.

Section VII. Additional Duties and Rights of The LYSA

In addition to the foregoing, the LYSA must perform all services that are necessary and proper for the operation and maintenance of the Field Complex. The LYSA is to report to the City promptly via email any conditions concerning the Field Complex that, in the opinion of the LYSA, require the City's attention. Repairs by the City will be addressed in a timely manner and if not possible in a timely manner, LYSA will be notified.

Section VIII. Termination and Renewal

This renewal agreement is to be for a term of five (5) years commencing on the date of its execution by the parties. At the termination of such term, this agreement, if not renewed in writing for an additional fixed period, will be renewed automatically on a month-to-month basis. If the agreement is automatically renewed, either party may terminate the renewal agreement by giving not less than thirty (30) days' written notice to the other party. In any event, the cancellation will be effective at the end of the calendar month during which the thirty (30) day notice period runs.

Section IX. Termination for Cause

If the LYSA breaches any of the terms of this agreement, including but not limited to the failure to maintain the Field Complex or provide needed repairs as described herein, or the failure to submit the yearly set of completed forms to the Parks and Recreation Department on December 1 of each year, then the City must give the LYSA written notice of the breach. If the LYSA fails to remedy the breach within thirty (30) days after receiving such notice in writing, the City may terminate this agreement.

The cessation of youth Field programs by the LYSA, or the termination of the LYSA as an active non-profit organization, will result in the immediate termination of this Agreement.

Section X. No Property Interest Created

Nothing contained in this agreement is to be deemed to create or is to be construed as creating in the LYSA any property interest in or to the Field Complex.

Section XI. Licensing of The LYSA

The LYSA must at all times during the term of this agreement maintain such licenses and permits as are required for any of the various services to be performed by the LYSA on behalf of the City.

Section XII. The LYSA as Independent Contractor

The LYSA is an independent contractor and not an employee of the City for any purpose.

Section XIII. Covenants and Conditions

All of the terms and conditions of this agreement are expressly intended to be construed as covenants as well as conditions.

Section XIV. Notice

All notices, requests, demands, or other communications under this agreement must be in writing, and will be deemed to have been duly given if delivered in person, or within three (3) days after deposited in the United States mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to the City at 308 W. San Antonio Street, Lockhart, Texas 78644, or to the LYSA at 925 W Live Oak Street, Lockhart, Texas 78644. Either party to this agreement may change the address at which it receives written notices by so notifying the other party in writing.

Section XV. Assignment

This agreement is personal to the LYSA and is not assignable. Any attempt to assign the Agreement by the LYSA will terminate the Agreement.

Section XVI. Effect of Partial Invalidity

Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by a court of law, for any reason, such determination will not render void, invalid, or unenforceable any other section or part of any section in this agreement.

Section XVII. Choice of Law

This agreement has been made and entered into in the State of Texas. The laws of Texas will govern the validity and interpretation of this agreement and the performance due under it.

Section XVIII. Integration

The drafting, execution, and delivery of this agreement by the parties have been induced by no representations, statements, warranties, or agreements, other than those expressed in this agreement. This agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to its subject matter, unless expressly referred to in this agreement

Section XIX. Attorney Fees

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party will be entitled to recover court costs and reasonable attorney fees.

Section XX. Modification

This agreement may not be modified unless the modification is in writing and signed by both parties to this agreement

City of Lockhart, Texas,
A Municipal Corporation

By: _____
Steve Lewis, City Manager

Date: _____

NOTARY:

Signed before me on this the _____ day of _____, 2022

Notary Signature

Lockhart Youth Soccer Association,
A Texas Non-Profit Entity

By: _____
Amy Limas, President

Date: _____

NOTARY:

Signed before me on this the _____ day of _____, 2022

Notary Signature

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-27 ordering a General Election on November 8, 2022 for the purpose of electing One Councilmember District 1; One Councilmember District 2; and Two Councilmembers At-Large; providing for Joint Election with Caldwell County; establishing early voting locations and hours; ordering Notice of Election to be given as prescribed by law; and making provision for the conduct of the election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City Council positions up for election on November 8, 2022 are District 1, District 2 and Two At-Large Councilmembers. The Caldwell County Elections Administrator (County EA) will be conducting the November 8, 2022 election for several entities which includes the City of Lockhart. The Ordinance provides details about the election and indicates that the City will contract with the County EA to conduct the election. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling locations.

The filing period for a place on the ballot is July 23 – August 22. Early voting will be conducted October 24 – November 4 at the Scott Annex Building at 1403 Blackjack Street. Suite C in Lockhart.

The County EA reported that she will assign Election Day polling locations sometime in August 2022. Staff will return with an ordinance providing the detailed list of Election Day polling locations when they are assigned and confirmed by the County EA.

The costs associated with the election will depend on the number of entities involved in Caldwell County's November 8, 2022 General Election. Several entities that will be on the November 8 ballot include State of Texas, Caldwell County, City of Lockhart, and Lockhart ISD, to name a few.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: Approximately \$40,000

Account Number: 100-5101-703

Funds Available: \$40,000

Account Name: Elections

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): The total of the Caldwell County's election expenses will be divided amongst the entities that are involved in the Election.

PREVIOUS COUNCIL ACTION: On March 1, 2022, the City Council approved a Joint Election Agreement with the Caldwell County Elections Administrator to conduct the City of Lockhart's November 8, 2022 General Election.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Ordinance

ORDINANCE 2022-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 8, 2022 FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER DISTRICT 1; ONE COUNCILMEMBER DISTRICT 2; AND TWO COUNCILMEMBERS AT-LARGE; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATIONS AND HOURS; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, state and city law provide that on November 8, 2022 there shall be a general election for the purpose of electing one (1) Councilmember District 1; one (1) Councilmember District 2; and two (2) Councilmembers At-Large.

WHEREAS, state law further provides that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a city Ordinance should be passed designating the voting places for said election.

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

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

Section 1. Call of Elections: Date: Eligible Electors: and Hours. A General Election shall be held on Tuesday, November 8, 2022, which is seventy eight (78) or more days from the date of the adoption of this order (the "Order") within the entire territory of the City of Lockhart ("CITY") at which all resident, qualified voters of the CITY shall be entitled to vote to fill two (2) Councilmember At-Large positions. A general election shall be held also in CITY for Single-member Council Districts One (1) and Two (2) for the election of council members from these Single-member districts, at which all resident, qualified voters of each single-member district shall be entitled to vote for candidates for City Council Member from their respective districts. The City Council hereby finds that holding these elections (collectively referred to herein as "Elections") on such date, which is a uniform election date, is in the public interest. The hours during which the polling places are to be open for the Elections shall be from 7 a.m. to 7 p.m.

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

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

Pursuant to Chapter 271 of the Texas Election Code, the Council orders that this Election be conducted 'under the terms and conditions of the Agreement to Conduct Joint Elections between City of Lockhart and Caldwell County. Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the City Council is expressly authorizing this action. As authorized by Chapter 271 of the Texas Election Code, the CITY appoints Kimber Daniel, COUNTY Elections Administrator, as the Joint Election Officer to perform the duties set forth therefore in the Joint Election Agreement ("Exhibit A") for conducting the November 8, 2022 Election.

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

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

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

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

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

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

Early Voting Clerk
Caldwell County Elections Administrator 1403
Blackjack St., Suite C
Lockhart, Texas 78644
(512) 668-4347
Email Address: kimber.daniel@co.caldwell.tx.us
Website Address: <https://www.co.caldwell.tx.us/>

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

Early Voting Polling Places

The Main Early Voting Polling Place is hereby designated as:

Scott Annex Building
1403 Blackjack St.
Lockhart, Texas 78644

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

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

The Temporary Early Voting Polling Place is hereby designated as:

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

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

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

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

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

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

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

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

PASSED AND APPROVED on July 5, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

"EXHIBIT A"

STATE OF TEXAS

§

COUNTY OF CALDWELL

§

§

CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract, by and between The City of Lockhart (the "City"), a political subdivision of the State of Texas located in Caldwell County, Texas, and Caldwell County, a political subdivision of the State of Texas (the "County"), through its Elections Administrator, Kimber Daniel (the "Administrator"). The City of Lockhart and the Administrator are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Administrator and the City, both of which are situated in Caldwell County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the City of Lockhart City Council General Election to be held on November 8, 2022 (the "Election"); and

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

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

Article 1. Administrator's Duties and Services. The Administrator agrees to undertake certain responsibilities and perform the following services for the City in connection with the City Council Election to be held on November 8, 2022:

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

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

Article 2. City Duties and Services. The City agrees to perform the following duties:

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

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

Article 4. Cost of Services. The City of Lockhart shall reimburse the County for all expenses incurred for any Election, or any runoff Election that may be required and which is conducted by the Administrator and, in addition, the City of Lockhart shall pay an administrative fee of 10% of the total cost of the Election and any runoff Election or \$500, whichever is greater. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff Election shall be treated as a separate election. Within 20 days of the completion of the Election, the Administrator shall submit a statement to the City of Lockhart listing all of the expenses and the administrative fee. The City of Lockhart shall pay the total amount within 45 days of the Election or any runoff Election. The City shall remit payment directly to the County for costs incurred.

The County shall remit payment directly to the Vendor, any costs associated with ballots, programming, coding and any other expenses incurred. The County shall remit payment directly to the Election judges, alternate judges and clerks including their delivery fees.

Article 5. Liability. The City shall be responsible for any actual expenses for repairs for any damage that occurs to the DS200 or ExpressVote systems and related voting equipment to the extent that any such repairs are not covered under the vendor's warranty. The City shall not be liable for any damage to the Election equipment or related voting equipment that is caused by a third party outside of the control of the City.

Article 6. General Conditions.

1. Nothing contained in this contract shall authorize or permit a challenge in the officer with whom or the place at which any document or record relating to the Election is to be filed, or place at which any function of the canvass of the Election returns is to be performed, or the officer to serve as custodian of voted ballots or other Election Records.
2. The Administrator may assign deputies to perform any of the contracted services.
3. The Administrator may contract with third persons for the Election services and supplies; and the Administrator will pay the claims for those election expenses, and shall remain responsible for the supervision and conduct of such third parties.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas.

5. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.
7. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the City on November 8, 2022.

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

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

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

The City of Lockhart
308 West San Antonio Street
PO Box 239
Lockhart, TX 78644

Signed and Agreed Upon this the 2nd day of March, 2022.

Caldwell County Elections Administrator

Kimber Daniel, PhD

The City of Lockhart

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding a property sale agreement for 31.485 acres in Lockhart Industrial Park III with Titan Development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Attached is a land purchase agreement with Titan Development out of Albuquerque, NM. Titan Development is one of the Southwest's largest and most active real estate development and investment firms. Titan offers real estate services for a variety of asset classes to take projects from inception to completion, as well as an in-house private equity fund management platform to better respond to their investor's needs.

Titan Development expanded into other strategic and high growth markets including Texas, Arizona, Colorado, and Florida. Over the past 22 years, Titan Development has established a proven track record across a diversified class of real estate investments including: multifamily, senior living, office, industrial, retail, and single-family lots.

Since its inception, the firm has completed over \$2.4B in real estate development by the partners with \$375.5M of assets under management, and over 15.5M square feet of developed real estate.

LEDC is currently under contract on 13.6 acres of land in Lockhart Industrial Park III with Titan with Block A, Lot 2. This 31.485 acres is being considered as part of the Right of First Refusal provision in the property currently under contract with Titan. This contract rolls in Block C, Lot 2 of 11.82 acres already approved by City Council. Attached is the site flyer from Aquila Commercial for the industrial park. This tract shows 3 buildings totaling 461,760 SF.

Information of note:

1. Site under the contract: Block C, Lots 2, 3 & 4 (31.485 acres) (See Map)
2. Purchase Price: \$2.75/SF or \$3,125,000.00 (only the 26.095 acres is being "purchased" as Lot 4 is drainage which Titan is accepting as part of the deal.)
3. Earnest Money: \$62,700.00
4. Due Diligence Period: Titan shall have 180 days to complete its Due Diligence related to the site.

Titan's receipt of site plan approval for buyer's intended use of the property from the City of

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Lockhart is a condition of closing.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: The City Council approved the sale of 13.6 acres to Titan Development in November 2021 and an additional 11.82 acres. As part of that agreement, Titan has a First Right of Refusal to purchase this property.

COMMITTEE/BOARD/COMMISSION ACTION: LEDC Board unanimously approved the sale of this acreage at its April 11, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Accept the property sale agreement for 31.485 acres in Lockhart Industrial Park III with Titan Development.

LIST OF SUPPORTING DOCUMENTS: Purchase and Sale Agreement (Lockhart C2,3,4)
2022-04-13 Clean, 31.485 acres Plat Map, AQUILA-Lockhart-Industrial-Park-Flyer, Approved
4.11.22 LEDC Minutes, Titan ROFR LEDC Signed

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is entered into by and between LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation (“Seller”), and TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its successors or assigns (“Buyer”), Seller and Buyer are sometimes referred to herein each individually as a “Party” and collectively as the “Parties”.

RECITALS:

Seller is the owner of certain unimproved real property described below. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, such real property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I GENERAL INFORMATION

The following general information is used throughout this Agreement:

- | | | |
|-----|-----------------|---|
| 1.1 | Buyer’s Tax ID: | 87-0707883 |
| 1.2 | Title Company: | Chicago Title
Attn: Robert P. Jordan
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com |
| 1.3 | Effective Date: | The date the Title Company acknowledges receipt of counterparts of this Agreement executed by both Buyer and Seller, which date will be set forth on the Joinder of Title Company which follows the signatures of Seller and Buyer below. |
| 1.4 | Property: | That certain real property containing approximately 26.095 acres to be known as Block C, Lot 2 and Lot 3, and approximately 5.390 acres to be known as Block C, Lot 4 of the Lockhart Industrial Park III, for a total of 31.485 acres, being located near the intersection of San Antonio, St. and SH 130, Lockhart, Texas as set forth in Exhibit “A” attached hereto and made a part hereof. |

- 1.5 Purchase Price: Approximately Three Million One Hundred Twenty-Five Thousand and 00/100ths Dollars (\$3,125,000.00), which shall be adjusted at \$2.75 per square foot upon confirmation of the Property's square footage for Lot 2 and Lot 3 only, pursuant to the Survey (defined below).
- 1.6 Earnest Money: Sixty-Two Thousand Seven Hundred and 00/100ths Dollars (\$62,700.00) to be deposited within five (5) business days of the Effective Date, and to be applied as set forth in Section 4.1 below.
- 1.7 Feasibility Period: The time period beginning on the Effective Date and ending one-hundred eighty (180) days after such date, as the same may be extended pursuant to Section 6.3 below and the deposit of the corresponding additional earnest money for each such extension as set forth therein.
- 1.8 Closing Date: Thirty (30) days after expiration of the Feasibility Period.
- 1.9 Place of Closing: At the office of the Title Company, in San Antonio, Texas. There shall be no requirement that Seller and Buyer physically attend the Closing, and all funds and documents to be delivered at the Closing may be delivered to Title Company unless the Parties hereto mutually agree otherwise.
- 1.10 Broker: Seller's: None
Buyer's: None
- 1.11 Commission: None
- 1.12 Seller Notice: Lockhart Economic Development Corporation
Attn: Steve Lewis
308 W. San Antonio St.
Lockhart, TX 78644
Telephone: 512-398-3461
Email: slewis@lockhart-tx.org
- With a copy to: Messer, Fort, McDonald PLLC
Attn: Monty Akers, City Attorney
13625 Pond Springs Rd., Ste. 204
Austin, TX 78729
Email: monte@txmunicipallaw.com
- 1.13 Buyer Notice: Titan Property Management, LLC

Attn: Joe Iannacone
4903 Woodrow Ave., Bldg. A
Austin, Texas 78756
Telephone: 512-720-7200
Email: jiannacone@titan-development.com

With a copy to:

Christopher M. Pacheco
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico 87120
Telephone: 505-998-0163
Email: cpacheco@titan-development.com

- 1.14 Buyer's Intended Use: Construction of Class-A industrial concrete tilt-up buildings for warehousing, distribution, and light manufacturing users, including perimeter landscaping and other design characteristics.

ARTICLE II DEFINITIONS

The terms defined in Article I, this Article II and elsewhere in this Agreement, whenever capitalized, will have the meanings so defined whenever such terms are used in this Agreement, unless the context clearly indicates a different meaning:

2.1 "Agreement". This instrument, together with all exhibits hereto.

2.2 "Closing". The consummation of the transaction contemplated by this Agreement, including the transfer of the Property to Buyer and receipt of the Purchase Price by Seller.

2.3 "Current Funds". Wire transfer of current federal funds in accordance with wiring instructions to be provided by the Title Company, or such other forms of immediately available funds as may be acceptable to Seller.

2.4 "Deed". The Special Warranty Deed to be delivered to Buyer at Closing, in the form attached hereto as Exhibit "B" and made a part hereof.

2.5 "Earnest Money". The funds as specified in Section 1.6 above to be paid by Buyer to Title Company in accordance with Section 4.1 upon Buyer's and Seller's execution of this Agreement.

2.6 "Effective Date". is as specified in Section 1.3 above and as set forth in the Joinder Agreement herein.

2.9 "Permitted Exceptions". Those matters subject to which title to the Property will be conveyed to Buyer in accordance with Section 6.2 hereof.

2.11 "Property". The real property to be conveyed to Buyer pursuant to this Agreement as approximately set forth in Exhibit "A" hereto; any utility capacities, licenses, permits, approvals,

authorizations, entitlements and other intangibles owned by Seller, if any, and situated on or associated with the real property (including, without limitation, any right to refunds, rebates or concessions from governmental authorities associated with the real or personal property); all easements and rights-of-way, if any, benefiting the Property and all rights and appurtenances, if any, pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way or adjacent strips or gores, and all development and air rights, riparian and other water access rights, mineral rights, sewer rights and all other rights belonging or pertaining thereto, if any. Seller

2.12 “Purchase Price”. The sum specified in Section 15. above, payable in the manner set forth in Sections 4.1 and 4.2 hereof.

2.14 “Survey”. A new ALTA Survey prepared by a surveyor reasonable acceptable to Buyer, which shall be delivered by Seller, at its sole cost and expense, to Buyer and Title Company in accordance with Section 6.2, showing the improvements in place as of the date of the Survey.

2.15 “Title Commitment”. The commitment for an Owner’s Title Insurance Policy in the form prescribed by the Texas Department of Insurance, to be issued to Buyer, at Seller’s expense, in accordance with Section 6.1 hereof.

2.16 “Title Documents”. True and legible copies of the documents listed in the Title Commitment as affecting the title to the Property.

2.17 “Title Policy”. A TX-T1 Owner’s Policy of Title Insurance (1-3-2014), to be issued to Buyer in the full amount of the Purchase Price, in accordance with Section 8.3 hereof.

2.18 “Hazardous Substances”. Any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde, polychlorinated biphenyls and radon gas and any chemicals, materials or substances defined as or included in the definitions of “hazardous substances,” “hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “bio-hazard,” “biological waste,” “medical waste” or words of similar import, under any applicable federal, state or local environmental, safety or health laws, ordinances, rules of common law, regulations or directives.

ARTICLE III AGREEMENT OF PURCHASE AND SALE

3.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller’s right, title and interest in and to the Property. The Title Company shall act as the escrow agent for this transaction and Seller and Buyer agree to enter into any standard escrow agreement or escrow instructions required by the Title Company that are not inconsistent with the provisions of this Agreement.

ARTICLE IV CONSIDERATION

4.1 Earnest Money Deposits. Within five (5) business days after the Effective Date, and as a condition precedent to Seller's obligations under this Agreement, Buyer will deliver the Earnest Money to Title Company, in Current Funds, to be held in escrow pursuant to the terms and conditions of this Agreement. Buyer has the unilateral right to direct the return of the Earnest Money upon any termination of this Agreement by Buyer prior to the expiration of the Feasibility Period, in which event all Earnest Money shall be refunded immediately to Buyer after Buyer's delivery of notice of termination to Seller and Title Company. Except in the event of an uncured default by Seller, or as otherwise set forth herein, if the Agreement is not terminated by Buyer prior to expiration of the Feasibility Period, the Earnest Money shall immediately become non-refundable thereafter but shall be applicable to the Purchase Price at Closing.

The Earnest Money will be held by the Title Company in an FDIC insured interest bearing account under Buyer's taxpayer identification number until disbursed in accordance with this Agreement. In the event that Buyer fails to timely deliver the Earnest Money to the Title Company, this Agreement shall be voidable at Seller's option upon written notice to the Title Company and Buyer at any time before the Earnest Money is deposited.

4.2 Payment of Purchase Price. The balance of the Purchase Price, subject to adjustments and prorations as provided herein, will be paid to Seller, through escrow with the Title Company, at Closing in Current Funds.

4.3 Independent Consideration. One Hundred and No/100 Dollars (\$100.00) of the Earnest Money (the "Independent Contract Consideration") has been bargained for and is as consideration for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is (i) independent of any other consideration or payment provided for in this Agreement, (ii) wholly earned by Seller upon Seller's execution of this Agreement, and (iii) not refundable and shall be retained by Seller except in the case of a default by Seller and the termination of this Agreement by Buyer. If and when the transaction closes, but not otherwise, the Independent Contract Consideration will be credited towards the Purchase Price at Closing.

ARTICLE V CONDITIONS TO CLOSING

5.1 General Conditions.

(a) Seller's obligation to sell the Property to Buyer at the Closing is subject to and conditioned upon (i) Buyer not being in material default under this Agreement beyond any applicable notice and cure periods; and (ii) the delivery by Buyer of the items set forth in Section 8.2(b) on or before the Closing Date, or the written waiver of any such conditions in accordance with the terms of this Agreement.

(b) Buyer's obligation to purchase the Property from Seller at the Closing is subject to and conditioned upon (i) Buyer's receipt of site plan approval for Buyer's Intended Use of the Property from the City of Lockhart, Texas, (ii) recordation of a plat by Seller of the Property in accordance with Section 7.3(k) below, (iii) completion by Seller of utilities (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but

excluding communications) and completion of the road known as Cahill Street all in accordance with Section 7.3(j) below, (iv) Seller not being in material default under this Agreement beyond any applicable notice and cure periods; (v) the delivery by Seller of the items set forth in Section 8.2(a) on or before the Closing Date, (vi) there existing no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Seller or the Property that would materially and adversely affect the operation or value of the Property or Seller's ability to perform its obligations under this contract, (vii) there being no material adverse change to the Property from and after the expiration of the Feasibility Period, and (viii) the Property being vacant with no parties or tenants in possession and no binding lease agreements in effect with respect to the Property, or the waiver of any such conditions in accordance with the terms of this Agreement.

If any condition to Buyer's obligation to proceed with the closing hereunder has not been satisfied as of closing, Buyer may, in its sole discretion, (x) terminate this contract by delivering written notice to Seller on or before Closing, and upon such termination, all of the Earnest Money, less the Independent Contract Consideration, shall be returned to Buyer, (y) elect to extend the closing until such condition is satisfied, provided, Buyer can elect to terminate this Agreement pursuant to subparagraph (x) of this paragraph at any time prior to the satisfaction of such condition, or (z) elect to consummate the transaction, notwithstanding the non-satisfaction of such condition, in which event Buyer shall be deemed to have waived any such condition. Notwithstanding the foregoing, the failure of a condition due to the breach by Seller shall not relieve Seller from any liability it would otherwise have under this Agreement. The conditions set forth in this Section 5.1(b) are for the benefit of Buyer and may be waived only by Buyer.

ARTICLE VI DELIVERIES AND INSPECTIONS

6.1 Seller's Deliveries. Seller shall deliver to Buyer copies of the following items within Seller's possession or control, if any (collectively the "Property Documents"), within seven (7) days after the Effective Date:

- a. Existing title policies for the Property;
- b. Any existing surveys of the Property;
- c. Building and use restrictions or declarations of easements, covenants, and restrictions applicable to any portion of the Property, specifically any architectural or design restrictions, or any other restriction as it pertains to design and development of the Property;
- d. Public or private utility easements, access agreements, special assessment arrangements, tap-in or connection fee agreements or procedures relating to the Property;
- e. Existing soils or boring reports, Phase I or other environmental studies, hydrological studies, engineering studies, physical condition or property condition reports,

percolation tests or data, septic permits or other permits issued by any governmental authority in connection with the development of the Property;

f. Any FEMA documentation, zoning documentation of the Property;

g. Current tax bills; and

h. Notices of any action or proceeding pending or, to Seller's knowledge, threatened against Seller or relating to the Property, including, without limitation, any condemnation or bankruptcy proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

Seller shall have an ongoing obligation during the pendency of this Agreement to provide Buyer with any document described above and coming into Seller's possession or produced by Seller after the delivery of the Property Documents.

6.2 Title Objections. No later than fifteen (15) days after the Effective Date, Seller shall cause the Title Company to issue the Title Commitment and provide a copy to Buyer along with legible copies of the Title Documents. Additionally, within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer and the Title Company, the Survey from a surveyor reasonably acceptable to the Buyer. If any exceptions or other matters appear in the Title Commitment, Title Documents or the Survey that Buyer determines in its sole discretion are unacceptable to it, then Buyer shall, not later than One Hundred Fifty (150) days after the Effective Date, furnish written notice to Seller and Title Company of such objections. If Buyer fails to so object to any item reflected in the Title Commitment or Survey by written notice received by Seller and Title Company prior to expiration of the Feasibility Period, time being of the essence with regard thereto, Buyer will be deemed to have approved all such items. Seller may, within ten (10) days after receipt of Buyer's objections (the "Title Cure Period"), cure or attempt to cure any matter to which Buyer has timely objected, although Seller will have no obligation to endeavor to cure any title objection raised by Buyer except for the removal of monetary liens created or assumed by Seller (the "Non-Permitted Liens"), and Seller will not be required to expend any effort or funds, or to commence litigation to cure any objection except the removal of monetary liens and/or encumbrances. In the event that Buyer's objections have not been cured, or Seller has not committed in writing to cure such objections at or prior to Closing, by the end of the Title Cure Period, then Buyer may terminate this Agreement by delivering a written termination notice to Seller and the Title Company within ten (10) days after the end of the Title Cure Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement as provided herein, Buyer will be deemed to have waived any uncured objection to title and shall be deemed to have approved the same other than the Non-Permitted Liens and any matters which Seller has agreed in writing to cure at or prior to Closing. Any matters shown on the Title Commitment which Buyer approves, or is deemed to have approved, pursuant to this Section 6.2 and any liens or encumbrances caused or created by Buyer (or Buyer's employees, representatives or contractors) will constitute "Permitted Exceptions" for purposes of the Title Policy and the Deed.

If prior and up to Closing any update of the Title Commitment discloses any title exception which was not disclosed in the original Title Commitment previously delivered to Buyer (a "New Title Exception") or any update of the Survey discloses any survey defect which is not disclosed in the Survey previously provided to Buyer (a "New Survey Defect"), upon written objection from Buyer, Seller shall remove or cure such New Title Exception or New Survey Defect at or prior to Closing to the extent any such New Title Exception or New Survey Defect is susceptible to removal or cure and materially and adversely affects the Property. In the event that Seller fails to remove or cure such New Title Exception or New Survey Defect at or prior to Closing, Buyer shall be entitled to terminate this Agreement and, in such an event, the Earnest Money shall be promptly returned to Buyer, in which event neither party shall have any further obligations hereunder except those matters that expressly survive termination of this Agreement. Notwithstanding anything herein to the contrary, Buyer shall not be deemed to have waived the requirement that Seller remove (i) all monetary liens created by, through, or under Seller at or before Closing, or (ii) any encumbrances which Seller has agreed to cure in writing at or before Closing, and the failure to do so shall be a default by Seller.

6.3 Feasibility Period. During the Feasibility Period and thereafter up to and including the Closing Date, Buyer will be permitted to inspect (i) the Property (ii) the Property Documents, (iii) title, (iv) entitlements required or desired for the development of the property for Buyer's intended uses, and (v) any other matter with respect to the Property, including but not limited to economic feasibility, zoning, the local government comprehensive plan, governmental restrictions and requirements, physical condition, subsoil conditions, environmental matters, financing, and such other matters as may be of concern to Buyer. Seller shall promptly cooperate with Buyer with respect to such inspections. Buyer will restore the Property to as close as reasonably practicable to the same condition in which it existed immediately prior to the conducting of any such inspection promptly upon completion of each such inspection. Buyer may undertake physical testing of the Property with prior notice to Seller. Buyer will not permit any liens or encumbrances to arise against the Property by, through, or under Buyer in connection with or as a result of such inspection or testing.

The Feasibility Period may be extended by Buyer for three (3) additional, thirty (30) day periods, consecutively exercised. Buyer shall send written notice to Seller and Title Company of its intent to exercise any such extension periods at least three (3) days prior to expiration of the then-current feasibility period and depositing an additional sum of Five Thousand and 00/100^{ths} Dollars (\$5,000.00) for each extension period exercised. Each such extension deposit shall be considered additional Earnest Money and shall be applied or otherwise returned to Buyer as set forth in Section 4.1 herein.

6.4 Right to Market. During the Feasibility Period, Buyer shall have the exclusive right to market the Property to potential users. The Property shall be marketed by a third-party brokerage company of the Buyer's choosing and at its sole cost and expense. Any potential users that are disclosed to Buyer during the Feasibility Period which Buyer elects to not pursue shall be disclosed to Seller for its consideration.

6.5 Buyer Assumes All Risks; Indemnification. Buyer will indemnify, defend and hold Seller, and Seller's members, managers, shareholders, directors, officers, management companies, agents,

employees and representatives, and the Property, harmless of, from and against losses, liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and costs of court), damages, liens, claims (including, without limitation, mechanics' or materialmen's liens or claims of liens), actions and causes of action to the extent resulting from the Buyer's (or Buyer's agents, employees, contractors, or representatives, collectively, "Buyer's Consultants") inspections or actions on or related to the Property; provided, however, the foregoing indemnity shall not apply to any liability arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused by Buyer or Buyer's Agents. All inspections/tests shall be performed in a good and workmanlike manner by persons qualified and having experience in preparing such inspections and investigations. Prior to Buyer's Consultants having access to the Property, Buyer's Consultants shall obtain and maintain during the term of this Agreement, commercial general liability insurance with solvent and responsible insurance companies legally authorized to transact business in the State of Texas, with no less than \$1,000,000.00 general liability and \$1,000,000 excess umbrella liability, in a form and content reasonably acceptable to Seller and deliver a certificate to Seller prior to first entry on the Premises showing Seller named as an additional insured under such policy. Buyer shall repair any damage caused by its physical inspections and shall restore the Property to their condition prior to such inspections all in accordance with law (including any damage or injury resulting from such access or inspections). The obligations of Buyer pursuant to this Section 6.5 shall survive the Closing or termination of this Agreement.

6.6 Buyer's Termination Rights. If Buyer, in its sole and absolute discretion, determines that the Property is not suitable to Buyer for its intended purpose or any condition of or related to the Property is unacceptable to Buyer, or for no reason at all, Buyer may terminate this Agreement by delivering written notice to Seller and the Title Company prior to the end of the Feasibility Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer as set forth in Section 4.1 above, and neither party shall have any further rights or obligations hereunder except those obligations of Buyer or Seller which shall survive such termination. If Buyer does not provide written notice of termination pursuant to this Section 6.6 on or before the expiration of the Feasibility Period, then Buyer shall be conclusively deemed to have waived its right to terminate under this Section 6.6.

6.7 Delivery of Materials Upon Termination. In the event that this Agreement is terminated under the terms of this Agreement, upon written request from Seller, Buyer will deliver not later than ten (10) days after the effective date of termination, all Property Documents delivered to Buyer by Seller as described in Section 6.1 above.

ARTICLE VII REPRESENTATIONS, DISCLAIMERS, ACKNOWLEDGMENTS, AND COVENANTS

7.1 Limited Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date that:

- a. Seller has no knowledge of any violation of any laws, regulations or codes, nor has Seller received any written or other notice of any alleged violations of any laws, regulations or codes;
- b. Seller has no knowledge of, nor has Seller received any written or other notice of, any pending or threatened claims or notices of condemnations, changes in zoning, or special assessments, concerning the Property;
- c. Except (i) as may be set forth in any Phase I Environmental Site Assessment delivered to Buyer for the Property, and (ii) any Hazardous Substances used in the ordinary course of the operation of the Property, all in accordance with all applicable laws, Seller has no knowledge of any releases of, or the existence of, any Hazardous Substances on, under, or from the Property.
- d. Seller owns the Property and has the right, power and authority to enter into this Agreement and to cause the Property to be sold in accordance with its terms and conditions. Seller is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Seller's powers and have been duly authorized. The person executing this Agreement on behalf of Seller has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to equitable principles and laws applicable generally to creditor's rights;
- e. There is no agreement to which Seller is a party or, to the best of Seller's knowledge, is binding on Seller or the Property that is in conflict with this Agreement or that might render Seller unable to perform its obligations under this Agreement; and there is no pending or, to Seller's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting the Property that challenges or would materially impair the ability of Seller to execute, deliver, or perform its obligations under this Agreement;
- f. Seller has received no written notice of any threatened or pending condemnation or similar proceedings affecting the Property, and to Seller's best current actual knowledge, there are no threatened or pending condemnation or similar proceedings affecting the Property.
- g. To the best of Seller's knowledge, all of the Property Documents which are delivered by Seller to Buyer pursuant to Section 6.1 are complete copies of such items as are in Seller's possession and contained in Seller's files.
- h. There are no parties in possession of the Property and there are no binding lease agreements affecting the Property. No person, firm, corporation, or other entity has any right to purchase, right of first refusal, option to purchase or any other right or option to acquire all or any part of the Property and any such rights or options previously granted by Seller covering any part of the Property have been fully released.
- i. Except for recorded covenants included in the Title Documents, to Seller's knowledge, there is no other agreement, understanding or restriction with or for the benefit

of any person or entity, whether private, public or quasi-public, that will be binding upon Buyer after Closing and which may prevent or limit in any way the current use, or Buyer's intended use, of the Property or for any uses allowed by current zoning regulations.

j. Seller is the sole owner of good and indefeasible fee simple title to the Property.

7.2 Buyer's Covenants. Buyer hereby covenants and agrees with Seller that after the Effective Date and Closing that the use and users that Buyer will promote, utilize, and implement on the property will be similar to the types of uses and users which Buyer has promoted, utilized, and implemented for other industrial parks in central Texas, as listed below:

a. Uses:

- (i) Light Manufacturing – Indoors
- (ii) Warehousing and Distribution – Indoors
- (iii) Small amounts of outdoor storage

b. Examples of Users:

- (i) O'Reilly Auto Parts Distribution Center
- (ii) Ben E Keith Foods
- (iii) Texas Speed and Performance
- (iv) EDC Moving Systems
- (v) Paradigm Metals
- (vi) Canadian General Tower
- (vii) T.J. Maxx Distribution Center
- (viii) 3-Way Logistics
- (ix) Kval Machinery
- (x) Ovivo Water
- (xi) Brycomm
- (xii) Berger Allied Moving and Storage

7.3 Seller's Covenants. Seller hereby covenants and agrees with Buyer that after the Effective Date and prior to Closing (or any earlier termination of this Agreement pursuant to its terms):

a. After the Effective Date, Seller will not, without the express prior written approval of Buyer, which may be withheld in Buyer's sole discretion, enter into any lease, easement, or other agreement for the Property, or any portion thereof, which would continue for a period subsequent to the Closing Date.

b. Seller will continue to maintain and operate the Property in accordance with its past practices.

c. Promptly upon Seller's receipt of any notice of the institution of, or plans for the institution of, proceedings for the condemnation of the Property, or any portion thereof, Seller will notify Buyer thereof.

d. From and after the Effective Date until the Closing, Seller will maintain, or cause to be maintained, in full force and effect public liability insurance with respect to damage

or injury to persons or property occurring on the Property in such amounts as is maintained by Seller on the Effective Date.

e. Seller will advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has received actual knowledge or written notice.

f. Seller will not seek any zoning changes or take any action which encumbers Seller's title to the Property without Buyer's prior written consent, which consent may be granted or withheld in Buyer's sole discretion.

g. Seller will not, without the prior written consent of Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the Property which are not delinquent), encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Exceptions. Seller will not impose any restrictive covenants or encumbrances on the Property or execute or file any subdivision plat affecting the Property not otherwise previously approved by Buyer. Seller will not sell, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Property or any interest therein, or enter into any agreement or "back-up" contract related to the disposition of the Property, or permit any of the foregoing during the term of this Agreement.

h. Seller will promptly deliver to Buyer all information received by Seller regarding alleged violation(s) by Seller or the Property of any laws, rules, regulations, ordinances, court orders, decrees, or restrictions.

i. Seller will not cause or permit any portion of the Property to be used to transport, store, dispose of, generate, emit, manufacture, refine, treat, or process any Hazardous Substances, nor cause or permit, as a result of any intentional act or omission on the part of Seller, a release, discharge, emission, leak, or percolation of Hazardous Substances onto the Property or from the Property onto any other property. Further, Seller shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, and shall obtain and comply with all approvals, registrations, and permits required thereunder.

j. Seller will cause the installation, construction and completion of utilities and related infrastructure (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but excluding communications) to the Property's boundary line in sufficient capacities to reasonably serve the Property (defined below) for their intended uses up to 600,000 square feet of industrial building and completion of a 60' road with 40' pavement section minimum known or to be known as Cahill Street, all as constructed or installed pursuant to the corresponding governmental standards and requirements.

k. Seller shall cause the platting of the Property, and recordation of the same, approved by Buyer, which approval shall not be unreasonably withheld, conditioned or delayed, creating separate legal tracts as substantively shown in Exhibit "A" herein within one hundred fifty (150) days from the Effective Date.

If at any time prior to Closing Seller learns or becomes aware that any of Seller's representations and warranties or covenants set forth in this Agreement are untrue in any material respect, or at any time at or before Closing there is any material change with respect to the matters represented and warranted by Seller pursuant to Section 7.1, then Seller shall give Buyer prompt written notice thereof (the "Notice"), and Buyer shall have the right to terminate this Agreement and recover the Earnest Money by delivering written notice of termination to Seller within fifteen (15) days after receipt of the Notice from Seller, provided, that if Buyer elects to proceed to Closing, the Closing Date shall be extended as necessary not to exceed fifteen (15) days from the date Buyer receives the Notice.

ARTICLE VIII CLOSING

8.1 Date and Place of Closing. Subject to the satisfaction or waiver in writing of all conditions to either party's obligation to consummate the purchase and sale of the Property, the Closing will take place on the Closing Date at the Place of Closing, as set forth in Sections 1.8 and 1.9 above.

8.2 Items to be Delivered at Closing.

a. By Seller. At or prior to Closing, Seller will deliver or cause to be delivered to Buyer, through escrow or directly to Buyer, each of the following items (collectively, the "Closing Documents"):

- i. The Deed, conveying title to the Property to Buyer, subject to the Permitted Exceptions and free of any liens;
- ii. Evidence of Seller's authority to consummate this transaction.
- iii. A Non-foreign Certification of Entity Transferor from Seller or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code;
- iv. Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company or governmental authority, in form and substance satisfactory to the Title Company or such governmental authority, duly executed by Seller; and
- v. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

b. By Buyer. At or prior to Closing, Buyer will deliver to Seller, or cause to be delivered to Seller, through escrow or directly to Seller, each of the following items:

- i. The balance of the Purchase Price in Current Funds;
- ii. Evidence of Buyer's authority to consummate this transaction;
- iii. Any customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Title Company, duly executed by Buyer; and
- iv. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8.3 Title Policy. Buyer's obligation to Close shall be contingent upon receipt by Buyer at Closing of a contractual commitment by the Title Company to issue an Owner's Policy of Title Insurance issued pursuant to the Title Commitment subject only to the Permitted Exceptions and other exceptions as provided pursuant to this Agreement. As soon as possible in the ordinary course of business of the Title Company after the Closing occurs and all documents delivered at the Closing that are intended to be recorded are so recorded and returned to the Title Company, the Title Company will deliver the Title Policy to Buyer, subject only to the Permitted Exceptions. The provisions of this Section will survive the Closing.

8.4 Actions at Closing. Upon delivery of all items set forth in Section 8.2 and the satisfaction or waiver of all other conditions and obligations set forth in this Agreement:

- a. The Title Company shall record the Deed;
- b. The Title Company shall release to Seller the Purchase Price, as adjusted by any prorations, charges, and credits;
- c. Possession and control of the Property shall be delivered to Buyer effective as of the Closing;
- d. The Title Company shall release from escrow and deliver to Buyer the recorded Deed, and any other documents deliverable to Buyer pursuant to this Agreement;
- e. The Title Company shall release from escrow and deliver to Seller any documents deliverable to Seller pursuant to this Agreement;
- f. The Title Company shall issue to Buyer the Title Policy in accordance with Section 8.3; and
- g. The Title Company, Seller and Buyer shall take and complete such other actions and deliver such other documentation as required or reasonably contemplated by this Agreement as necessary to complete the transaction contemplated herein.

ARTICLE IX CLOSING COSTS AND PRORATIONS

9.1 Closing Costs.

a. Seller and Buyer will each pay their respective attorneys' fees (except as provided in Section 11.12 of this Agreement).

b. Seller will pay (i) the cost of the Title Commitment, (ii) the cost of the basic premium of the Title Policy, (iii) the cost of recording the Deed, (iv) one-half (1/2) escrow fees of Title Company, (v) any costs incurred to satisfy any mortgage loan encumbering the Property, (vi) the cost of the Survey; and (vii) such other incidental costs and fees customarily paid by sellers in Caldwell County, Texas land transactions of this nature.

c. Buyer will pay (i) all costs related to Buyer's due diligence inspection, (ii) the cost of deleting the standard exceptions and the cost of any endorsements, or any other "extended" title coverage, requested by Buyer, to the Title Policy, (iii) cost of any mortgagee's policy of title insurance, (iv) all recording fees charged for documents required to be recorded by Buyer's lender in connection with any mortgage obtained by Buyer, (v) one-half of any escrow fees, (vi) Buyer's inspection costs, and (vii) such other incidental costs and fees customarily paid by Buyers in Caldwell County, Texas land transactions of this nature.

9.2 Prorations, Etc. Real estate taxes, assessments, utilities and other similar expenses related to the Property for the period prior to the Closing Date shall be prorated as of the Closing Date, with the amount attributable to the period prior the Closing Date credited toward the Purchase Price, the amount for the remainder of the year following the Closing Date paid by Buyer to Seller in addition to the Purchase Price, and the taxes and such other amounts paid by Seller to the taxing authorities. Real estate taxes will be based on the most recent tax certificates for the Property, adjusted for the most current tax rates and appraised value. Buyer shall thereafter pay all property taxes, assessments and interest incurred after the Closing and shall set up a separate account for the Property with the Caldwell County Assessor's Office for notice. Seller shall be responsible for payment of all rollback taxes, or similar taxes (if any) imposed as the result of any change in ownership or use of the Property, assessments, or interest assessed against the Property resulting from this sale after the Closing date.

ARTICLE X DEFAULTS AND REMEDIES

10.1 Seller's Default: Buyer's Sole Remedies. If Seller fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Seller breaches this Agreement, after five (5) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Buyer may, as Buyer's sole and exclusive remedy either (a) terminate this Agreement by giving written notice to Seller and Title Company, in which event (i) Buyer shall be entitled to the immediate return of the Earnest Money, together with all interest accrued thereon and Seller will reimburse the actual, out-of-pocket costs incurred by Buyer in

connection with the due diligence activities conducted by or on behalf of Buyer with respect to the Property; and (ii) this Agreement shall be of no further force and effect except for those provisions that expressly survive termination of the Agreement, or (b) seek specific performance of Seller's obligations under this Agreement. If Buyer elects to seek such specific performance, Buyer shall give Seller written notice of such election within thirty (30) days after the occurrence of such Seller's Default, and thereafter commence an action seeking such specific performance. In the event Buyer terminates this Agreement in accordance with the terms of this Agreement, then this Agreement shall be of no further force and effect and the Parties shall have no further rights, obligations, or liabilities hereunder, except for those obligations that expressly survive termination of the Agreement.

10.2 Buyer's Default: Seller's Sole Remedies. If Buyer fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Buyer breaches this Agreement, after thirty (30) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and retain the Earnest Money as liquidated damages (and not as a penalty) for breach of this Agreement. Such amount and terms are agreed upon by and between Seller and Buyer as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof, and the payment of the Earnest Money, and the terms provided herein will constitute full satisfaction of Buyer's obligations under this Agreement. Such amount is agreed upon by and between Seller and Buyer as a reasonable estimate of just compensation for the harm caused by Buyer's default.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Broker's Commission. Each party represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and as such, no commission is due or owing hereunder. Each party agrees to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by each party with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

11.2 Assignment. Buyer may not assign this Agreement to any person, firm, corporation, or other entity without Seller's consent; provided, however, Buyer may assign all of its rights, title, liability, interest and obligation pursuant to this Agreement to an any entity controlled by, in control of, or under common control with Buyer without Seller's consent, provided that the assignee assumes all obligations of the Buyer under this Agreement. Notwithstanding the foregoing, Buyer may form a single purpose entity to take title of the Property at closing, and Buyer may assign its rights under this Agreement to any affiliated or single purpose entity which directly or indirectly controls, is controlled by or is under common control with Buyer, without the consent of Seller. No such assignment and assumption shall relieve Buyer or any assignee previously approved by Seller from its obligations hereunder.

11.3 Condemnation and Casualty. In the event that any portion of the Property will be taken in condemnation or by conveyance in lieu thereof or under the right of eminent domain after the Effective Date and before the Closing Date, Buyer may, at its option, terminate this Agreement by written notice thereof to Seller within ten (10) days after Seller notifies Buyer of the condemnation, in which event Buyer will receive an immediate refund of all Earnest Money. In the event Buyer fails to timely deliver written notice of termination as described above, Buyer will be deemed to have elected to proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller will deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding or conveyance in lieu thereof or assign to Buyer Seller's rights to such proceeds and there will be no reduction in the Purchase Price. Prior to Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by casualty shall be borne and assumed by Seller, except as otherwise provided in this Section 11.3. If, before Closing, any part of the Property is damaged or destroyed by casualty, Seller shall immediately give written notice to Buyer of such fact. If such damage or destruction is "material", Buyer shall have the option in its sole and absolute discretion, either to (a) terminate this Agreement by notice to Seller and receive a prompt refund of all Earnest Money, or (b) purchase the Property. In the event that Buyer elects to proceed with the purchase, Seller shall assign to Buyer all of its right, title, and interest in and to the proceeds of any and all fire or other casualty insurance or condemnation proceeds relating to such damage or condemnation, and Buyer shall receive a credit against the Purchase Price in the amount of any applicable deductible or other uninsured amount based on Seller's and Buyer's mutual, reasonable, good faith estimate of the cost to repair and restore. Buyer's election shall be made by written notice to the Seller given not later than ten (10) days after Buyer's receipt of notice from Seller of the casualty. If the damage is not material, then Buyer shall not have the right to terminate this Agreement, but Seller shall, at its cost, repair the damage before the Closing in a manner reasonably satisfactory to Buyer, or if repairs cannot be completed before the Closing, credit Buyer at Closing for the reasonable cost to complete the repair, as reasonably agreed to by Seller and Buyer. For purposes of this Section 11.3, "material" means that (w) the damage is of a nature that adversely affects access to the Property, (x) the cost to repair such damage is reasonably estimated to exceed two percent (2%) of the Purchase Price, or the damage will, in Buyer's reasonable estimation, take longer than ninety (90) days to repair.

11.4 Notices. Any notice, approval, waiver, objection or other communication (for convenience, referred herein as a "notice") required or permitted to be given hereunder or given in regard to this Agreement by one party to the other will be in writing and the same will be given and be deemed to have been delivered, served and given when actually delivered to the address specified in Article I above of the person to whom notice is given or delivery is refused may by any of the following means: (a) via courier (including overnight delivery services), (b) United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the person to whom notice is given at the address specified in Article I above, (c) email, provided that the transmitting email indicates that the transmission of all pages of the notice was effectively completed and a copy of such notice is also sent by one of the other means of notice described above simultaneously with such email. Any party may change its address for notices by notice theretofore given in accordance with this Section and will be deemed effective only when actually received by the other party.

11.5 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

11.6 Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

11.7 Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors, and assigns of both Parties hereto. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa.

11.8 Time of Essence. Time is of the essence in each and every provision of this Agreement.

11.9 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein.

11.10 Counterparts. This Agreement may be executed in any number of counterparts and/or electronic versions, each of which will for all purposes be deemed to be an original, and form a fully binding contract.

11.11 Applicable Law; Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. Venue for any suit filed with respect to the enforcement or interpretation of this Agreement shall be in the State District Court located in Caldwell County, Texas. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTER RELATED TO OR ARISING OUT OF THIS AGREEMENT.

11.12 Attorneys' Fees. In the event any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees, court costs and expenses incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

11.13 Limitations on Liability. In no event shall any officer, director, shareholder, partner, member, employee, agent or affiliate of Seller or Buyer have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, liened or levied upon or in any other way held liable for any of the obligations of Seller or Buyer, respectively. Notwithstanding anything to the

contrary contained in this Agreement, in no event shall either party be entitled to recover from the other party in connection with any claim arising out of or relating to this Agreement or any representation made herein, any lost profits or any direct, compensatory, punitive, indirect, consequential or other damages. The limitations contained in this Section 11.13 shall not apply to claims of fraud or intentional misconduct.

11.14 Authority. Each person executing this Agreement, by his execution hereof, represents and warrants that he is fully authorized to do so, however, the Parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

11.15 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement.

11.16 Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefor will be extended to the next day which is not a Saturday, Sunday or legal holiday (a "business day"). Any period during which any act is required to be performed under this Agreement including, without limitation, the providing of notice, which ends on any date which is a Saturday, Sunday or federal holiday shall be performed by 5:00 p.m. Central Time on the next business day.

11.17 No Recording. Seller and Buyer agree that neither this Agreement, a copy of this Agreement, nor any instrument describing or referring to this Agreement, will ever be filed of record in the county records where the Property is located or elsewhere, and in the event this Agreement, a copy of this or any instrument describing or referring to this Agreement is so filed of record by either party or its agents, such act will be considered a default under this Agreement by the recording party, and the non-recording party may, at its option, terminate this Agreement and exercise any other rights or remedies of such party under this Agreement for a default on the part of the recording party. The limitations contained herein shall not apply to any actions taken by Buyer in connection with Buyer's pursuit of the remedy of specific performance.

11.18 Interpretation. The Parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

11.19 No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the Seller and Buyer hereto and no other party will have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

11.20 Confidential Agreement. Prior to Closing, except as required by court order or by operation of law, the terms and conditions of this Agreement will be treated as confidential by both Parties,

and neither any of such terms or conditions nor any copy of this Agreement will be divulged or provided to any third party other than the Parties' respective attorneys, engineers, surveyors, accountants, consultants, brokers, Buyer's actual or potential partners, investors and lenders, if any, and such other third parties whose assistance is required in connection with the consummation of this transaction by either party hereto without the prior consent of the other party hereto. Buyer will use Buyer's commercially reasonable efforts to cause Buyer's lender to retain the confidentiality required pursuant to this Section.

11.21 Title Company. The Parties acknowledge and agree that in the event of any dispute concerning the Earnest Money while the same is in the possession of Title Company, Title Company will have the right to interplead with the state or federal district court in which the Property is located, all or any portion of the Earnest Money received by it pursuant to this Agreement.

11.22 Indemnity Limitation. To the extent, if at all, any indemnity, hold harmless or insurance provision of this Agreement is invalidated by law or otherwise, the remaining indemnity, hold harmless and insurance provisions of this Agreement shall remain in full force and effect.

11.24 Exchange Facilitation. At the option of either party, upon not less than five (5) days written notice to the other party prior to Closing, a party may require the Closing to be achieved pursuant to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code. In such event, the other party agrees to cooperate with the party giving such notice, provided that such facilitation will not delay Closing, or result in any additional cost or expense to the cooperating party, and the cooperating party shall not be required to take title to or to convey the exchange property or to incur any personal liability in connection with the exchange transaction, and the party requiring the exchange facilitation shall indemnify and hold harmless the cooperating party from and against any and all causes, claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from the exchange transaction.

11.25 Waiver. No delay on the part of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any specific waiver by a party of any right or remedy hereunder operate or be construed as a waiver of any other right or remedy hereunder, nor shall any single or partial waiver or exercise of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy hereunder (unless the provisions of this Agreement which establish any such right or remedy provide otherwise). No waiver of any right or remedy hereunder shall be valid or enforceable unless in writing and signed by the party against whom such waiver is sought to be enforced.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, this Agreement has been executed under seal by the undersigned as of the Effective Date.

SELLER:

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Steven Lewis, President

BUYER:

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By: _____
Ben F. Spencer. Manager

JOINDER OF TITLE COMPANY

Title Company executes this Agreement for the sole purpose of agreeing to serve as escrow agent with respect to the Earnest Money and closing in accordance with this Agreement. The undersigned representative of the Title Company hereby agrees to promptly acknowledge receipt of a counterpart original (or multiple original counterparts) of this Agreement executed by both Buyer and Seller, by promptly transmitting by e-mail a copy of this page, signed and dated as of the date of acknowledgment, to all Parties designated for notice in Sections 1.12 and 1.13 of the Agreement, and the Broker identified in Section 1.10 of the Agreement, for the purpose of promptly notifying all Parties of the Effective Date as described in Section 1.3 of the Agreement. The Title Company agrees to invest the Earnest Money in accordance with Section 4.1.

TITLE COMPANY:

Chicago Title Insurance Company
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com

By: _____
Robert P. Jordan,
VP & Commercial Escrow Officer

Date: _____
(The Effective Date)

EXHIBIT "A"

PROPERTY – LOT 2, LOT 3, AND LOT 4

LOT 2:

A certain tract of land situated in the City of Lockhart, Caldwell County, Texas being a part of the Cornelius Crenshaw Survey A-68 and containing approximately 11.820 acres of that 71.476 acre tract conveyed to Lockhart Economic Development Corporation by General Warranty Deed recorded on February 22, 2021 as Document No. 2021-000994 of the Official Public Records of Caldwell County, Texas being more particularly described as follows:

BEGINNING at a red capped iron pin found (markings not legible) used for basis of bearing in the West corner of the above mentioned 71.476 acre tract and the South corner of a tract of land called 99.304 acres and conveyed to SHB Family LP by deed recorded in Volume 636 Page 708 of the said Official Public Records and in the NE line of F.M. #2720 (80' ROW) for the West corner this tract.

THENCE N 58 degrees 31 minutes 44 seconds E with the NW line of the said 71.476 acre tract and the SE line of the said 99.304 acre tract **1691.74 feet** to a ½" iron pin found used for basis of bearing in the North corner of the said 71.476 acre tract and the apparent East corner of the said SHB Family tract and the apparent SW line of a tract of land called 51.82 acres and conveyed to Mary Faye Barnes by deed recorded in Volume 408 Page 608 of the Deed Records of Caldwell County, Texas for the most Westerly North corner this tract.

THENCE S 31 degrees 28 minutes 38 seconds E with a NE line of the said 71.476 acre tract and the apparent SW line of the above mentioned Barnes 51.82 acre tract **1115.38 feet** to a red capped iron pin found in the apparent South corner of the said 51.82 acre tract and the West corner of the above mentioned 43.392 acre tract for an ell corner this tract.

THENCE N 79 degrees 28 minutes 38 seconds E with the NW line of the said 43.392 acre tract and the apparent SE line of the said 51.82 acre tract **557.24 feet** to an aluminum capped iron pin found in the NW line of North Cesar Chavez Parkway SB (State Highway #130) for the most Easterly North corner this tract.

THENCE with the NW line of North Cesar Chavez Parkway SB and over and across the said 43.392 acre tract and partially with the SE line of the said 71.476 acre tract for the following two (2) courses:

(1) S 21 degrees 09 minutes 48 seconds W 929.91 feet to a capped ½" iron pin set (stamped "HINKLE SURVEYORS") for an angle point this tract.

(2) S 07 degrees 50 minutes 42 seconds W 307.87 feet to a capped ½" iron pin set (stamped "HINKLE SURVEYORS") in the intersection of the NW line of North Cesar Chavez Parkway SB and the North line of the Union Pacific RR ROW and in the East corner of the said 71.476 acre tract for the most Southerly East corner this tract.

THENCE S 83 degrees 10 minutes 44 seconds W with the NW line of the said Union Pacific RR ROW and the SE line of the said 71.476 acre tract **1406.29 feet** to a capped ½" iron pin set (stamped "HINKLE SURVEYORS") in the South corner of the said 71.476 acre tract and the intersection of the NW line of the said Union Pacific RR ROW and the NE line of F.M. #2720 for the South corner this tract.

THENCE N 31 degrees 28 minutes 15 seconds W with the SW line of the said 71.476 acre tract and the NE line of F.M. #2720 **1530.63 feet** to the place of beginning containing **75.039 acres** of land more or less.

LOT 2, LOT 3 and LOT 4 DEPICTED:

FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

WITNESS this my hand and seal this _____ day of _____, 2022.

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

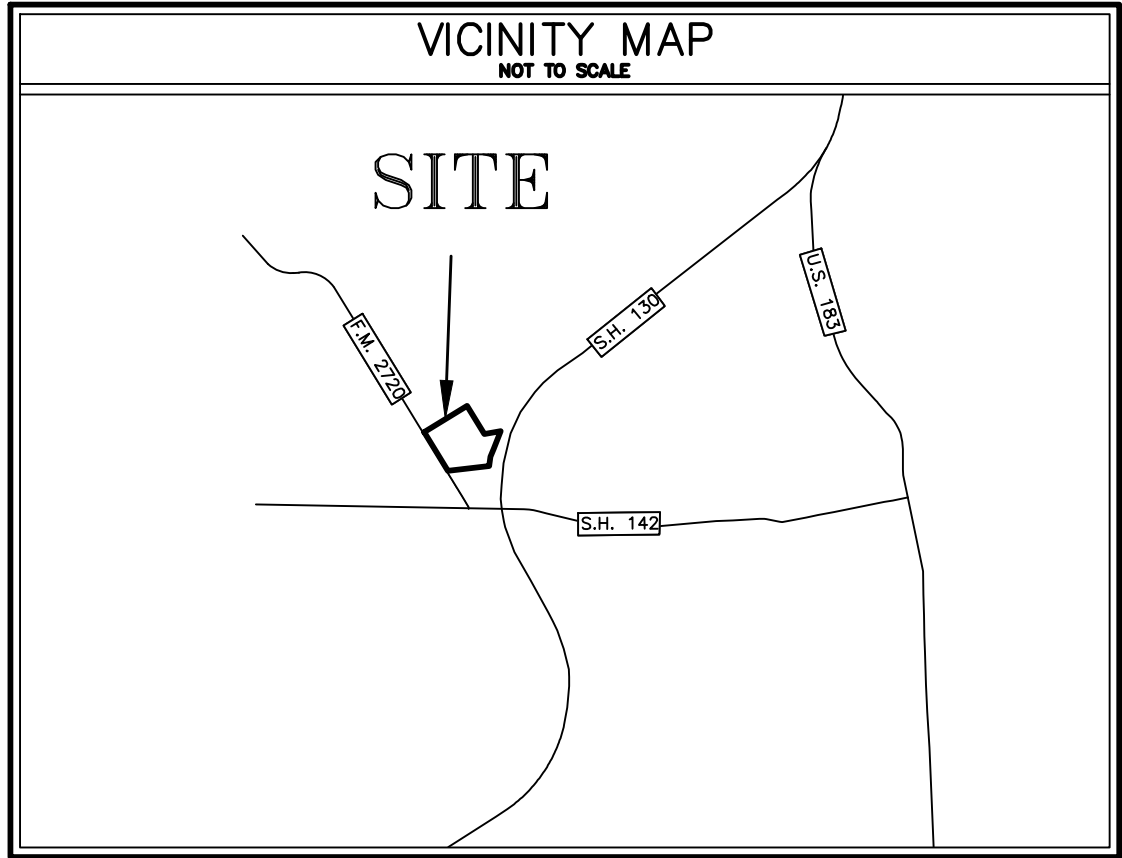
STATE OF TEXAS)
) ss.
COUNTY OF CALDWELL)

This instrument was acknowledged before me on _____, 2022, by _____
_____, as _____ of LOCKHART ECONOMIC DEVELOPMENT
CORPORATION, a Texas Type B sales tax corporation, on behalf of the corporation.

Notary: _____
Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit "A"
To Special Warranty Deed
LEGAL DESCRIPTION

Exhibit "B"
To Special Warranty Deed
PERMITTED EXCEPTIONS



CORNELIUS CRENSHAW SURVEY
ABSTRACT NO. 68

SITE ADDRESS:
BETWEEN TX-130 AND FM 2720 NORTH OF UNION PACIFIC RAILROAD, WEST OF LOCKHART, TX 78644

LEGAL DESCRIPTION:
BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

METES & BOUNDS DESCRIPTION:

BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOR THE WESTERN CORNER OF SAID 75.033 ACRE TRACT, SAME BEING THE WESTERN CORNER OF A CALLED 10.101 ACRE TRACT, RECORDED IN VOLUME 636, PAGE 66 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS [O.P.R.C.C.T.]. (SAID 10.101 ACRE TRACT BEING PART OF THE 75.033 ACRE TRACT DESCRIBED AS FOLLOWS).

THENCE WITH THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N58°31'0"E, A DISTANCE OF 800.00 FEET TO A FOUND 1/2" IRON ROD AND THE NORTHERN CORNER OF SAID 10.101 ACRE TRACT,

THENCE LEAVING THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT AND CONTINUING AT THE SAME BEARING A DISTANCE OF 891.43 FEET TO A FOUND 1/2" IRON ROD,

THENCE S31°29'12"E, A DISTANCE OF 1,115.56 FEET TO A FOUND 1/2" IRON ROD,

THENCE N79°27'28"E, A DISTANCE OF 557.21 FEET TO A FOUND 5/8" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S21°09'43"W, A DISTANCE OF 654.64 FEET TO A FOUND 1/2" IRON ROD WITH CAP, STAMPED "HOLT CARSON, INC.",

THENCE S21°09'43"W, A DISTANCE OF 275.30 FEET TO A FOUND TXDOT BRASS DISK,

THENCE S07°46'12"W, A DISTANCE OF 307.99 FEET TO A FOUND 1/2" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S83°10'47"W, A DISTANCE OF 1,406.17 FEET TO A FOUND 5/8" IRON ROD,

THENCE N31°28'49"W, A DISTANCE OF 980.76 FEET TO A FOUND 1/2" IRON ROD AND THE SOUTHERLY CORNER OF SAID 10.101 ACRE TRACT,

THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N31°28'49"W, A DISTANCE OF 550.00 FEET TO THE FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOUND FOR THE WESTERLY CORNER OF SAID 10.101 ACRE TRACT AND THE POINT OF BEGINNING AND CONTAINING 75.033 ACRES [3,268,415.83 SQUARE FEET]

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

BENCHMARK NOTE:

BENCHMARK: # 200
ELEVATION: 560.34'
DESCRIPTION: X CUT IN A HEADWALL FOUND LOCATED APPROXIMATELY 1,520 FEET NORTHWEST FROM THE INTERSECTION OF FM 2720 AND W. SAN ANTONIO STREET. [SHOWN HEREON]

FLOODPLAIN NOTE:

ALL OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED ZONE "X", AS SHOWN ON F.I.R.M. PANEL NO. 48055C0115E, CALDWELL COUNTY, TEXAS EFFECTIVE 06/19/2012.

ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X MAY HAVE PONDING AND LOCAL DRAINAGE PROBLEMS THAT DON'T WARRANT A DETAILED STUDY OR DESIGNATION AS BASE FLOODPLAIN. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

UTILITY NOTE:

SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD86, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

OWNER:
MIKE KAMERLANDER
LOCKHART ECONOMIC DEVELOPMENT
CORPORATION
215 EAST MARKET STREET
LOCKHART, TX 78644

SURVEYOR:
CHRIS TERRY, RPLS
DOUCET AND ASSOCIATES
12045 STARCREST DRIVE, FLOOR 1
SAN ANTONIO, TX 78247
(210) 469-4564

ENGINEER:
KEITH SCHAUER, PE
DOUCET AND ASSOCIATES
427 ST GEORGE STREET, NUMBER 304
GONZALES, TX 78629
(830) 672-1205

ZONING:

INDUSTRIAL-LIGHT

STREET NOTES:

THE STREET NAMES WILL BE FINALIZED PRIOR TO THE PHASE 1 FINAL PLAT.

SIDEWALK/HIKE & BIKE TRAIL NOTES:

A FIVE-FOOT WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE F.M. 2720 FRONTAGE OF THE SUBDIVISION. FOUR-FOOT WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF CAHILL STREET AND DEWITT STREET. A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE NORTH CESAR CHAVEZ PARKWAY SOUTHBOUND FRONTAGE OF THE SUBDIVISION.

THE SIDEWALKS ALONG THE FM 2720 FRONTAGE, AS WELL ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, AND ALONG THE HIKE AND BIKE TRAIL, SHALL BE CONSTRUCTED BY THE SUBDIVIDER WITH THE SUBDIVISION IMPROVEMENTS, PRIOR TO RECORDATION OF THE FINAL PLAT FOR EACH PHASE.

THE SIDEWALKS ALONG CAHILL STREET AND DEWITT STREET, EXCEPT FOR THAT ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, SHALL BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

DRAINAGE NOTE:

THE DRAINAGE LOT WITHIN THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE CITY OF LOCKHART.

LOT SUMMARY TABLE		
LOT TYPE	NUMBER OF LOTS	TOTAL ACREAGE
INDUSTRIAL	7	65.176
DRAINAGE	1	5.390
RIGHT-OF-WAY	1	4.464
TOTAL ACREAGE OF SUBDIVISION		75.03



75.03 ACRES
LOCKHART INDUSTRIAL PARK III
SUBDIVISION DEVELOPMENT PLAN
PRELIMINARY PLAT
CITY OF LOCKHART,
CALDWELL COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering • Planning • Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBEFS Firm No.: 10105800
TBE Firm No.: F-3937

Date: 08/18/2021
Scale: 1" = 100'
Drawn by: **DR**
Reviewed:
Project: **2283-001**
Sheet: **PLAT SHEET 01**
Field Book:
Party Chief:
Survey Date: **01/18/2021**

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FOR LEASE **TITAN LOCKHART INDUSTRIAL PARK**

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644





FOR LEASE TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644

Building Park
Four rear-load buildings

Availability

Building 1: 167,812 SF
Building 2: 154,440 SF
Building 3: Planned
Building 4: Planned

Clear Height
32'



TITAN LOCKHART INDUSTRIAL PARK is a brand new Class A industrial spec development for lease in Lockhart, Texas, just west of SH-130. Developed by Titan Development, the park can accommodate buildings of various sizes. Building 1 will begin construction in Q2 2022 with delivery in Q1 2023.

Property Highlights

- Brand new Class A spec industrial park
- Four rear-load buildings
- 32' clear height
- Triple freeport tax exempt
- Just west of SH-130 with easy access
- Aggressive incentives from the City of Lockhart

Omar Nasser
512.684.3721

nasser@aquilacommercial.com

Blake Patterson
512.684.3717

patterson@aquilacommercial.com



Developed by



The information contained herein has been obtained from sources believed reliable. AQUILA Commercial, LLC makes no guaranties or warranties as to the accuracy thereof. The presentation of the property is submitted subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. Included projections, opinions, assumptions or estimates, are for example only, and may not represent current or future performance of the property. Information is for guidance only and does not constitute all or any part of a contract. Last updated 1/2022.

SITE PLAN TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



SITE AERIAL TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



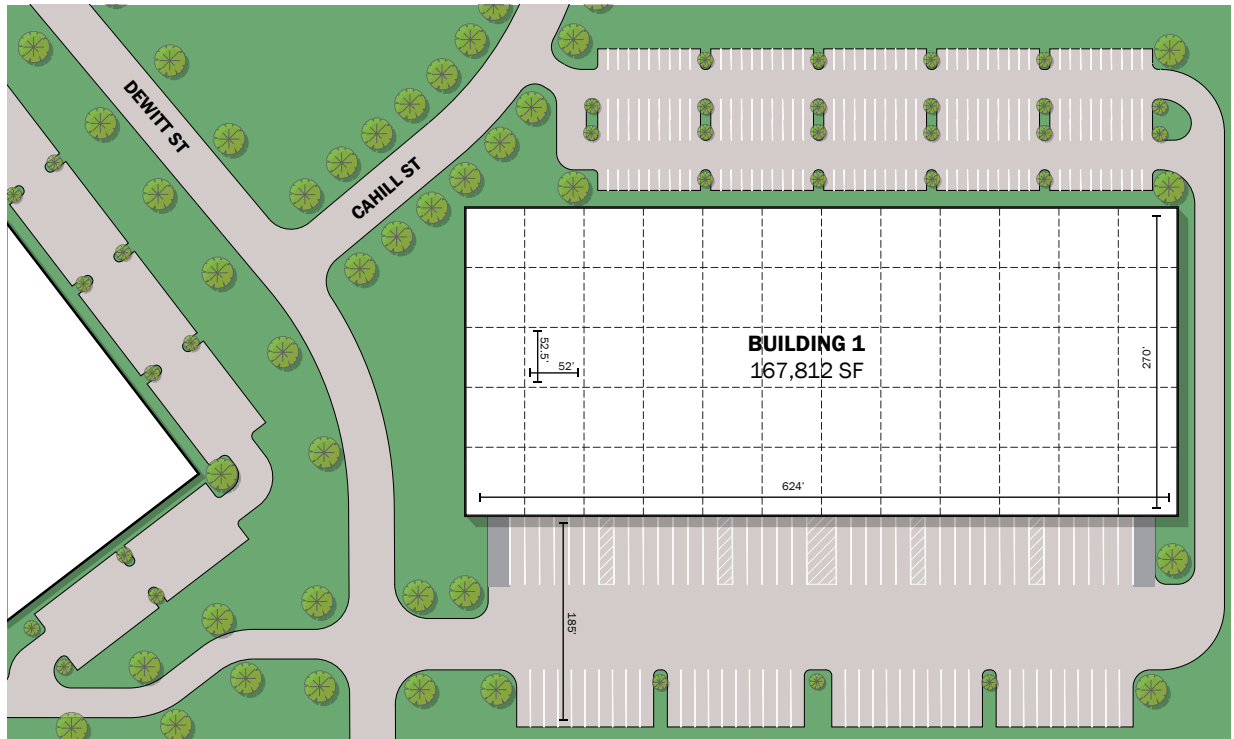
BUILDING 1 TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



BUILDING 1 SPECS

Address	Near FM 2720 & US-130
Timing	Groundbreaking: Q2 2022 Delivery: Q1 2023
Total Size	167,812 SF
Available Space	42,120 – 167,812 SF (Full Building)
Divisible to	42,120 SF
Building Type	Rear Load
Column Spacing	52.5' x 52' Typical with 60' Speed Bay
Clear Height	32'
Ramps	2
Dock Doors	36
Building Depth	270'
Building Width	624'
Truck Court Depth	185'
Sprinklers	ESFR
Power	1600 Amps 3 Phase 480v
Exemption	Triple Freeport Tax Exempt
Auto Parking	200 spaces
Trailer Parking	41 spaces



BUILDING 2

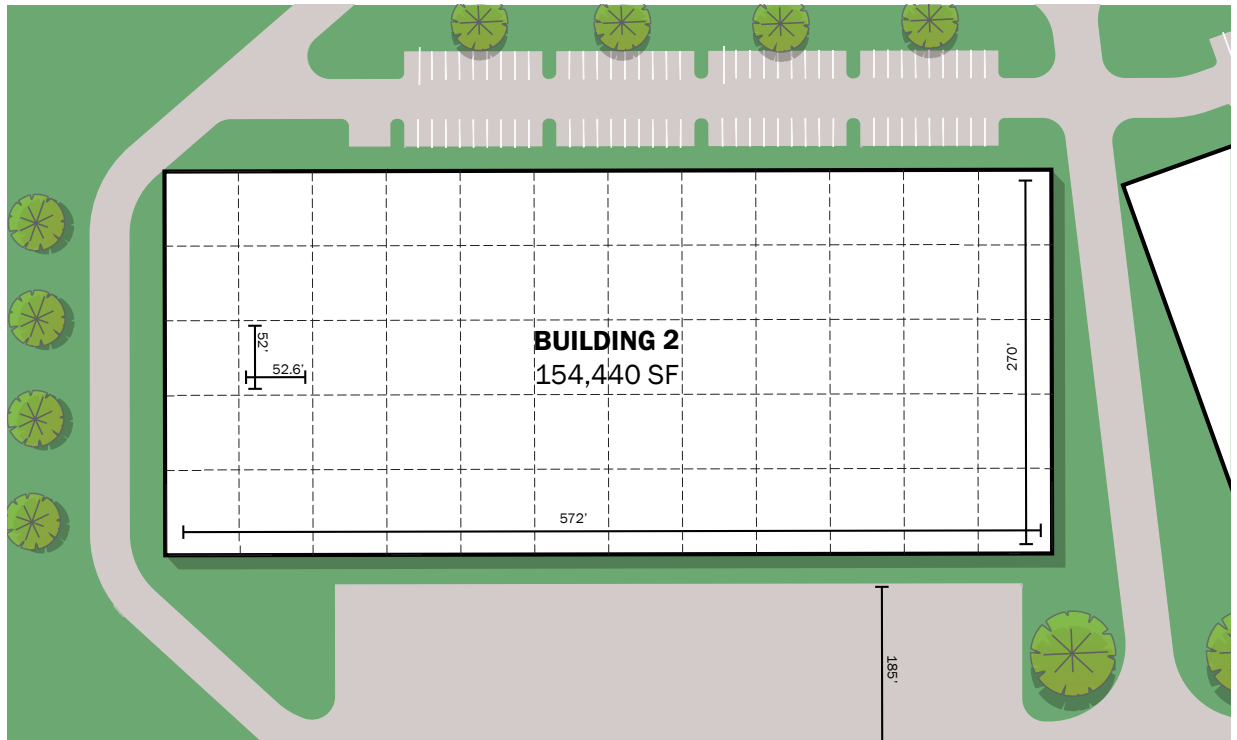
TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



BUILDING 2 SPECS

Address	Near FM 2720 & US-130
Timing	TBD
Total Size	154,440 SF
Available Space	38,610 – 154,440 SF (Full Building)
Divisible to	38,610 SF
Building Type	Rear Load
Column Spacing	52' x 52.6' Typical with 60' Speed Bay
Clear Height	32'
Ramps	2
Dock Doors	25
Building Depth	270'
Building Width	572'
Truck Court Depth	185'
Sprinklers	ESFR
Power	1600 Amps 3 Phase 480v
Exemption	Triple Freeport Tax Exempt
Auto Parking	160 spaces
Trailer Parking	28 spaces



ACCESSIBILITY

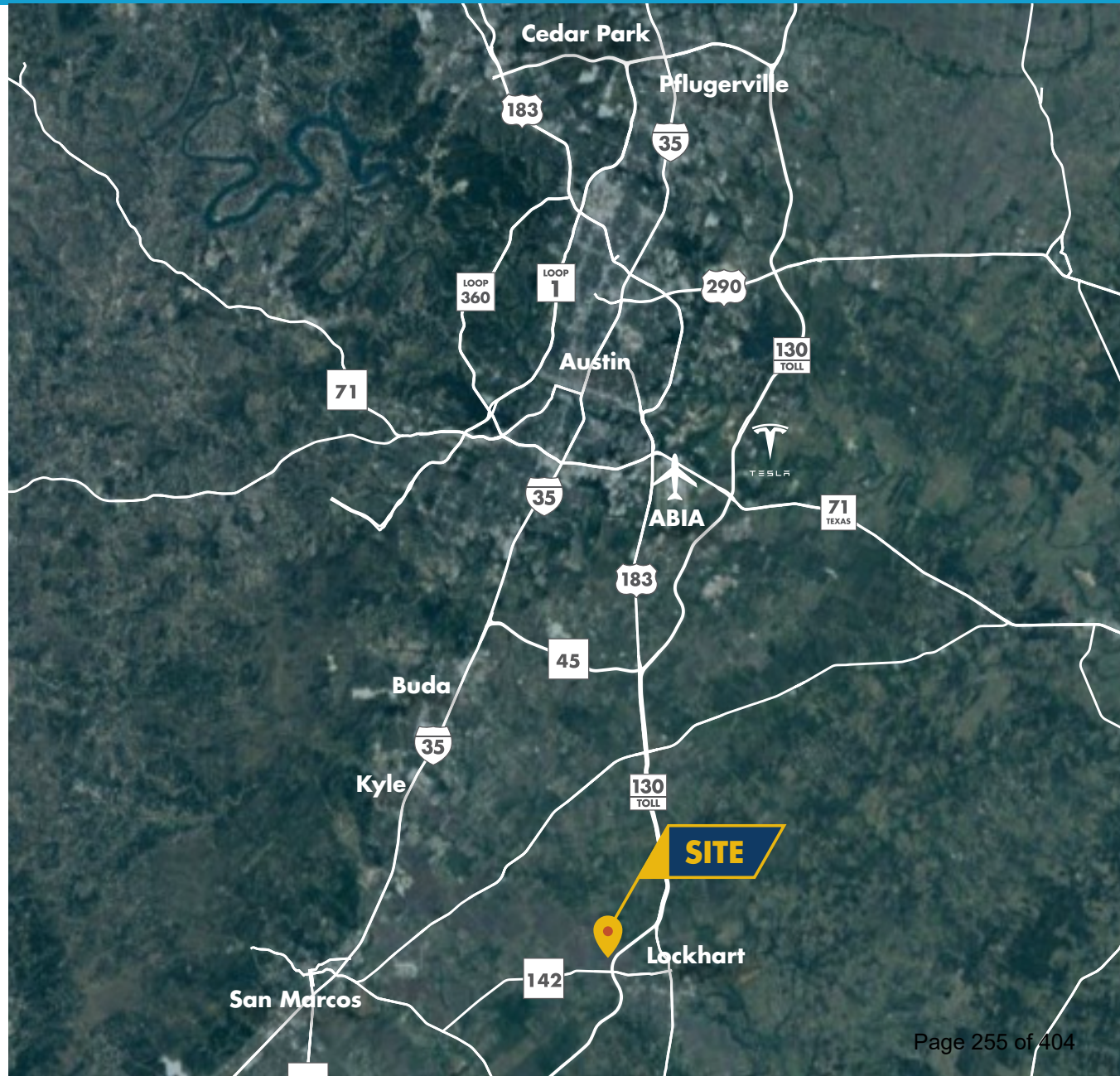
TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



Drive Times

Destination	Miles	Minutes
130 Toll Road	<1 mile	<1 min
San Marcos	15 miles	20 min
ABIA Airport	27 miles	30 min
Tesla Gigafactory	28 miles	30 min
Downtown Austin	34 miles	40 min
The Domain	40 miles	50 min
San Antonio	65 miles	1 hour
Houston	160 miles	2 hours
Dallas	225 miles	3.5 hours



NEARBY AMENITIES

TITAN LOCKHART INDUSTRIAL PARK

NEAR FM 2720 & US-130 • LOCKHART, TEXAS 78644



Restaurants

1. Mario's Tacos Restaurant
2. Loop & Lil's Pizza
3. Lilly's
4. Black's Barbeque Lockhart
5. La Cantera Mexican
6. Rosita's Mexican Restaurant
7. Commerce Cafe
8. Load Off Fannys
9. Smitty's Market
10. Henry's Restaurant
11. Market Street Cafe
12. Tacos Toreados
13. Schlotzsky's
14. Subway

Entertainment/Learning

1. Gaslight Baker Theatre

Gyms

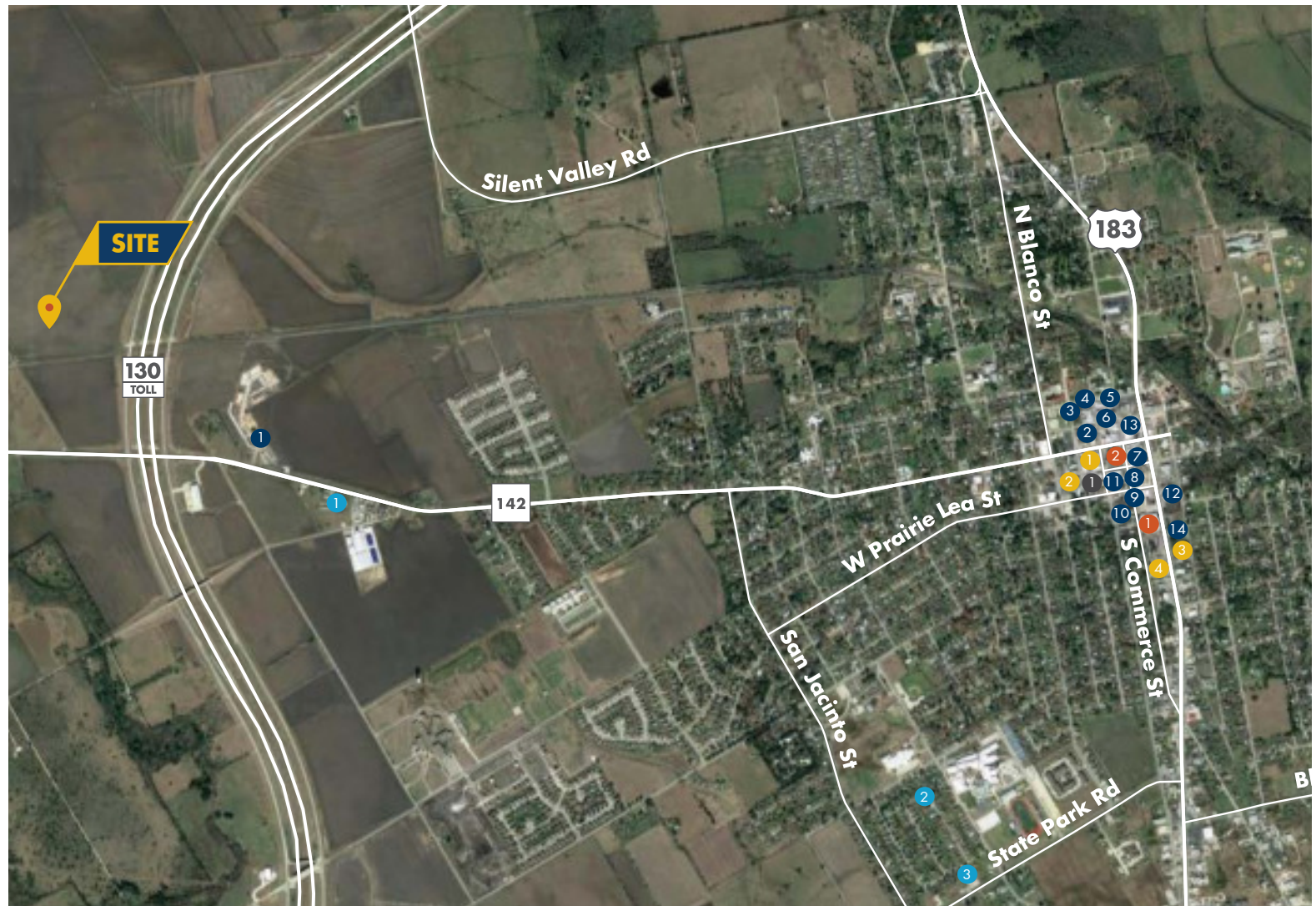
1. Arciniega Boxing Outreach
2. One Ghost Fitness
3. Snap Fitness Lockhart

Groceries/Convenience

1. HEB
2. Good Times Grocery

Banking

1. First Lockhart National Bank
2. Bank OZK
3. Austin Telco Federal Credit Union
4. Sage Capital Union



WHY LOCKHART

Situated just 30 miles south of Austin, Lockhart offers access to surrounding communities with the friendly atmosphere of a small town.

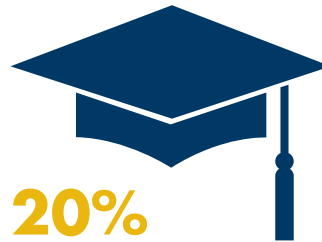
The Texas legislature named Lockhart the official Barbecue Capital of Texas. With great food, breweries, antique shops and more, there is something for everyone in this charming town.

Incentives

The City of Lockhart provides a multitude of incentive opportunities such as tax abatement, enterprise zones and more.

Lockhart is one of the few communities in Central Texas that offers a "Triple Freeport" exemption on qualified inventories.

Education



20%

two-year college degree or higher³

Household Income



\$55,644

median household income¹

50%

of residents make between \$50,000 and \$150,000³

2,257,690

available workforce within a 45-mile radius³

Population



38.9

median age in Lockhart³

13,458

residents in Lockhart³

Home Ownership



61%

homeownership¹

An Affordable Place to Live

The median home sale price is \$251,300²

32%

of increase in employment in Caldwell County over the past ten years³



The Caldwell County Courthouse in Lockhart



Sources: ¹Census ²Redfin ³Lockhart EDC



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

AQUILA Commercial LLC	567896	info@aquilacommercial.com	512-684-3800
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Christopher Perry	428511	perry@aquilacommercial.com	512-684-3803
Designated Broker of Firm	License No.	Email	Phone
_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone

Buyer/Tenant/Seller/Landlord Initials

Date

MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, APRIL 11, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; Alfredo Muñoz; Sally Daniel; Doug Foster; Frank Estrada; Juan Alvarez; David Bryant

Board Members Absent: None

Staff Present: Mike Kamerlander; Pam Larison, Treasurer; Nicole Warren, LEDC Attorney

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with Revival Cycles, Inc. pursuant to Sec. 505.159, Local Government Code.

Public hearing open: 6:00 PM
No public present.

Closed: 6:01 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the March 14, 2022 meeting.

No Discussion.

Motion to approve the minutes from the March 14, 2022 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 7 of 7

4.2 Discussion and/or action regarding sales tax and financial statements for March 2022.

- Audit discussion and suggestions

Ms. Larison provided an overview of the financials from the month with no significant issues to report. Sales tax revenues continue to outpace last year's. Ms. Larison went over the auditor's report which contained nothing unusual in the LEDC's accounting. The accounting firm did suggest LEDC funds be placed in its own bank account separate from the City's funds. The board discussed this at length and provided consensus to move forward with the auditor's recommendation.

Motion to approve the March 2022 financial statements.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 7 of 7

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, April 11, 2022 - 6:00 P.M.

Page 1 of 3

4.3 Discussion and/or action regarding LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

The Economic Development Performance Agreement is to provide a rebate of up to \$250,000 to Revival Cycles, Inc. for reimbursement of building renovations including but not limited to window replacements, life safety equipment, and electrical work and upgrades, and a rebate of EDC sales taxes collected by Revival Cycles, Inc. over a 5-year term.

Motion to approve LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.4 Discussion and/or action regarding a property sale agreement for 19.665 acres in Lockhart Industrial Park III with Titan Development.

Due to the right of first refusal with Titan Development, the company has exercised its right to purchase this tract in Industrial Park III. Terms were discussed as part of the agenda packet.

Motion to to Authorize the LEDC President to execute a purchase sale agreement for 19.665 acres in Lockhart Industrial Park III.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.5 Discussion and/or action regarding a property sale agreement for 6.788 acres in Lockhart Industrial Park III with Ziegenfelder Company.

Motion: Doug Foster Second: Alfredo Muñoz Vote: 7 of 7

4.6 Discussion and/or action regarding phase 2 of Lockhart Industrial Park III.

Staff reviewed the current state of Lockhart Industrial Park III and went over the need to begin phase II of the park due to contracting with business entities for land in phase II. Staff went over the possibility of cash flow lagging sales and that the EDC would need to cover those costs until the land sales closed which are all expected by the end of the year.

Motion: Doug Foster Second: Sally Daniel Vote: 7 of 7

4.7 Discussion and/or action regarding authorization of a Memorandum of Understanding between LEDC and the Greater San Marcos Partnership for the Fiscal Year 2021-22.

Staff reviewed the proposed MOU with the Greater San Marcos Partnership for the 2021-22 Fiscal Year. After deliberations, the board decided to remove on provision in the MOU and reduce the investment in GSMP from \$20,000 to \$15,000 for the current fiscal year.

Motion: Doug Foster Second: Juan Alvarez Vote: 7 of 7

5. Executive Session – In: 7:16 PM Out: 7:37 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:

- Summertime
- Revive
- Recycle
- Specs 2
- Rose

6. Board Action from Executive Session

6.1 Motion to accept the LOI terms for Project Specs 2 and direct staff to negotiate a purchase sale agreement as discussed in executive session.

Motion: Doug Foster

Second: Sally Daniel

Vote: 7 of 7

6.2 Motion to authorize the LEDC President to negotiate and execute a Purchase Sale Agreement with Project Rose.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 7 of 7

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for March 2022.

ADJOURN

Motion to Adjourn.

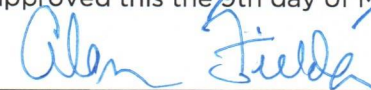
Motion: Alfredo Muñoz

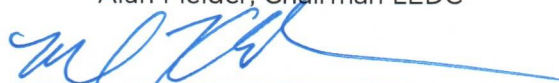
Second: Sally Daniel

Vote: 7 of 7

LEDC Board of Directors Adjourned at 7:44 PM.

Minutes approved this the 13th day of June, 2022.


Alan Fielder, Chairman LEDC


Michael Kamerlander, Secretary LEDC



4903 Woodrow Ave Unit A
Austin, TX 78756

October 1, 2021, 2021

Sent via email to mkamerlander@lockhart-tx.org

Mike Kamerlander, CEcD
Director, Economic Development
Lockhart Economic Development Corporation
215 E. Market Street
Lockhart, TX 78644

RE: Right of First Refusal Lot 2 and Lot 3 in Block C Lockhart Industrial Park III, located near the intersection of San Antonio St, and SH 130, Lockhart, TX (the "ROFR Property")

Dear Mr. Kamerlander,

Outlined below are the terms and conditions of a Right of First Refusal Agreement under which Titan Property Management, LLC, its successors or its assigns ("Titan") would have a first right to purchase from Lockhart Economic Development Corporation ("LEDC") the ROFR Property. Within 14 days of full execution of this Letter of Intent ("LOI"), Titan shall prepare a Right of First Refusal Agreement ("ROFR Agreement") to be executed concurrently with the mutual execution of the Purchase and Sale Agreement between LEDC and Titan for Block A, Lot 2 of the Lockhart Industrial Park III (the "PSA").

ROFR Term: One (1) year from the mutual execution of the ROFR Agreement.

Right of First Refusal: Titan shall have a right of first refusal ("ROFR") to purchase either or both of the Lots comprising the ROFR Property or any portion thereof, that LEDC desires to sell to a Speculative Purchaser (as hereinafter defined). The ROFR shall not apply to an End Use (as hereinafter defined). For the purposes of the ROFR, an End User shall be any party who will immediately develop the lot for its own use. For the purpose of the ROFR, a Speculative Purchaser shall be any party who is purchasing the ROFR Property, or any portion thereof, to hold or for speculative development, to lease to an unrelated third-party, to build a speculative building, or for resale for such purposes. If the City desires to sell the Property to a Speculative Purchase, Titan shall have the right to buy such ROFR Property, or portion thereof, for the same price and general terms as set forth in a bona fide, Speculative Purchaser, third-party offer that the City desires to accept.

Notification Upon Intent
to Sell to End User

In addition to the ROFR, the ROFR Agreement shall provide that, in the event that the City desires to sell the ROFR Property, or any portion thereof, to an End User,

TEXAS
NEW MEXICO
FLORIDA

TITAN DEVELOPMENT

4903 Woodrow Ave Unit A
Austin, TX 78756
6300 Riverside Plaza, Ste. 200
Albuquerque, NM 87120

www.titan-development.com



4903 Woodrow Ave Unit A
Austin, TX 78756

at least fifteen (15) days prior to negotiating or entering into any letter of intent or purchase agreement with the End User, the City shall introduce Titan to such End User and provide Titan the opportunity to meet with the End User and discuss Titan's development of the project for the End User's intended use. In the event that any party other than the End User or its subsidiary acts as the developer of the project (the End User may contract directly with the general contractor building the project), the ROFR will apply.

Titan and LEDC expressly acknowledge and agree that this LOI does not include all essential terms of the ROFR Agreement between LEDC and Titan, and is not intended to do so by either party. Rather, this LOI is intended to set forth an outline of the terms and conditions upon which the ROFR Agreement will be drafted for submission to the parties for review and final approval. LEDC and Titan acknowledge and agree that no agreement will exist between LEDC and Titan as to the ROFR unless and until the ROFR Agreement is executed by both parties. This LOI shall automatically and without further action by either party terminate if the ROFR Agreement has not been executed by 5:00 pm MST on October 8th, 2021.

If this proposal meets with your approval, please have an authorized representative sign below and return to me.

We are looking forward to working with you on this real estate transaction.

Sincerely,

Titan Property Management, LLC

By: Joe Iannacone
Joe Iannacone
Senior VP of Development

APPROVED:

LEDC: _____

By: [Signature]
Name: Steven Lewis
Title: President

TEXAS
NEW MEXICO
FLORIDA

TITAN DEVELOPMENT
4903 Woodrow Ave Unit A
Austin, TX 78756
6300 Riverside Plaza, Ste. 200
Albuquerque, NM 87120
www.titan-development.com

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding a property sale agreement for 5.352 acres in Lockhart Industrial Park III with RCM Acquisitions, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The attached property sale agreement is for 5.352 acres in Lockhart's new industrial park highlighted in the attached map. The parcel is Block B, Lot 2 of the industrial park. RCM proposes construction of 50,000-100,000 SF of speculative space for future industrial usage.

RCM Acquisitions, LLC is a development company out of Plano, TX. Rose City has done work throughout the State of Texas and the Austin region, most recently in Cedar Park where the Type A EDC board is working with them to develop office space. RCM is familiar with the region and very comfortable working with EDCs.

PSA Details:

1. \$2.75/SF or \$641,116.08 for Block B, Lot 2
2. \$20,000 earnest money.
3. 4-month review period.
4. 2% broker fee to Cantera Real Estate Group. Total: \$12,822.33.
5. Company would abide by same CCRs and restrictions placed on Titan Development.

PROJECT SCHEDULE (if applicable): The contract would be signed immediately which would begin the 4-month due diligence period. Closing would occur shortly after.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: Lockhart EDC Board of Directors unanimously approved the terms and directed the LEDC President to negotiate and execute a purchase sale agreement with RCM Acquisitions, LLC at its April 11, 2022 regular board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to instruct the LEDC President to execute the property sale agreement for 5.352 acres in Lockhart Industrial Park II with RCM Acquisitions, LLC.

LIST OF SUPPORTING DOCUMENTS: Purchase and Sale Agreement cl09 city, LOCKHART INDUSTRIAL PARK III - RCM SA Page A-1 Exhibit A, RCP LOI - Lockhart - 2.22.22 - Lot 2 Block B, Approved 4.11.22 LEDC Minutes

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made and entered into by and between Purchaser and Seller.

RECITALS

A. Defined terms are indicated by initial capital letters. Defined terms have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 BASIC INFORMATION

1.1 **Certain Basic Terms.** The following defined terms shall have the meanings set forth below:

- | | | |
|--------|-------------------------------|--|
| 1.1.1 | <i>Seller:</i> | LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation |
| 1.1.2 | <i>Purchaser:</i> | RCM ACQUISITIONS, LLC,
a Texas limited liability company |
| 1.1.3 | <i>Purchase Price:</i> | \$2.75 per square foot (as defined below) of the Property, as determined by the Survey. |
| 1.1.4: | | The lot(s) or parcel(s) of real property consisting of approximately 5.352 acres known as Block B, Lot 2 of the Lockhart Industrial Park III, being located near the intersection of W. San Antonio Street and State Highway 130 in Lockhart, Caldwell County, Texas (the “Land”), being all or a portion of the tax parcel with Property ID# 79142, (see map attached as Exhibit A), and as further determined by the Survey. |
| 1.1.5 | <i>Earnest Money:</i> | \$20,000.00, including interest thereon, to be deposited in accordance with <u>Section 3.1</u> below. |
| 1.1.6 | <i>Title Company:</i> | Heritage Title Company of Austin, Inc.
Attention: Gary Farmer
Indeed Tower
200 West 6th Street
Suite 1600
Austin, Texas 78701
Telephone: 512-505-5000
Email: gfarmer@heritage-title.com |

- 1.1.7 **Escrow Agent:** Heritage Title Company of Austin, Inc.
Attention: Gary Farmer
Indeed Tower
200 West 6th Street
Suite 1600
Austin, Texas 78701
Telephone: 512-505-5000
Email: gfarmer@heritage-title.com
- 1.1.8 **Broker:** Cantera Real Estate Group, LLC
- 1.1.9 **Effective Date:** The date on which this Agreement is executed by the latter to sign of Purchaser or Seller, as indicated on the signature page of this Agreement. If the execution date is left blank by either Purchaser or Seller, the Effective Date shall be the execution date inserted by the other party.
- 1.1.10 **Property Information Delivery Date:** The date which is thirty (30) calendar days after the Effective Date.
- 1.1.11 **Title Commitment Delivery Date:** The date which is thirty (30) calendar days after the Effective Date.
- 1.1.12 **Survey Delivery Date:** The date which is thirty (30) calendar days after the Effective Date.
- 1.1.13 **Title, Survey, and Property Information Review Period:** The period ending thirty (30) calendar days after Purchaser's receipt of the last of the initial Title Commitment, the Survey, and the Property Information.
- 1.1.14 **Inspection Period:** The period beginning on the Effective Date and ending four (4) months after the Effective Date.
- 1.1.15 **Closing Date:** The date which is thirty (30) calendar days after the expiration of the Inspection Period or such earlier date upon which Purchaser and Seller may mutually agree.

1.2 **Closing Costs.** Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment required to be delivered pursuant to <u>Section 5.1</u>	Seller
Premium for standard form Title Policy required to be delivered pursuant to <u>Section 5.5</u>	Seller
Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements to the Title Policy desired by Purchaser, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Purchaser
Costs of the Survey	Seller
Costs for UCC Searches	Seller
Recording Fee	Purchaser
Any deed taxes, documentary stamps, transfer taxes, intangible taxes, mortgage taxes or other similar taxes, fees or assessments	Purchaser

Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Purchaser ½ Seller ½
Real Estate Sales Commission to Broker	Seller
All other closing costs, expenses, charges and fees	Purchaser

1.3 **Notice Addresses:**

Purchaser: RCM Acquisitions, LLC
5830 Granite Parkway
Suite #100-372
Plano, Texas 75024
Attention: Tyler Alley
Telephone: 501-690-2166
Email: talley@rosecityllc.com

Copy to: McGuire, Craddock & Strother, P.C.
500 N. Akard, Suite 2200
Dallas, Texas 75201
Attention: Susan Mills Cipione
Telephone: 214-954-6812
Email: scipione@mcsllaw.com

Seller: Lockhart Economic Development Corporation
215 E. Market Street
Lockhart, Texas 78644
Attention: Michael Kamerlander
Telephone: 512-376-0856
Email: mkamerlander@lockhart-tx.org

ARTICLE 2 PROPERTY

2.1.1 In consideration of the mutual covenants and agreements herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties intend to be bound by this Agreement and hereby agree to the terms of this Agreement. Buyer agrees to buy and Seller hereby agrees to sell and convey all of Seller's rights, title and interest in and to the property described in Section 1.1.4 hereof (the "Property") pursuant to the terms and conditions set forth herein.

ARTICLE 3 EARNEST MONEY

3.1 **Deposit and Investment of Earnest Money.** Within five Business Days after the Effective Date, Purchaser shall deposit the Earnest Money with Escrow Agent and deliver a completed, executed Form W-9 to Escrow Agent and Seller. If requested to do so by Purchaser, Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Purchaser, shall not commingle the Earnest Money with any funds of Escrow Agent or others, and shall promptly provide Purchaser with confirmation of the investments made. Such account shall have no penalty for early withdrawal, and Purchaser accepts all risks with regard to such account.

3.2 **Independent Consideration.** If Purchaser elects to terminate this Agreement for any reason and is entitled to receive a return of the Earnest Money pursuant to the terms hereof, the Escrow Agent shall first disburse to Seller \$100.00 as independent consideration for Seller's performance under this Agreement ("**Independent Consideration**"), which shall be retained by Seller in all instances.

3.3 **Form; Failure to Deposit.** The Earnest Money shall be in the form of a certified or cashier's check or a wire transfer to Escrow Agent of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, at any time prior to Purchaser's deposit of any such portion of the Earnest Money, Seller may terminate this Agreement by written notice to Purchaser, in which event any Earnest Money that has previously been

deposited by Purchaser with Escrow Agent shall be immediately delivered to Seller and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

3.4 **Disposition of Earnest Money**. The Earnest Money shall be applied as a credit to the Purchase Price at Closing. However, if Purchaser timely elects to terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4.4, Escrow Agent shall pay the entire Earnest Money (less the Independent Consideration) to Purchaser one Business Day following Escrow Agent's receipt of the Due Diligence Termination Notice from Purchaser (as long as the current investment can be liquidated and disbursed in one Business Day and, if not, as promptly as possible). No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Purchaser by Escrow Agent if Purchaser terminates this Agreement pursuant to Section 4.4. In the event of a termination of this Agreement by either Seller or Purchaser for any reason other than pursuant to Section 4.4, Escrow Agent is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or before the tenth Business Day following receipt by Escrow Agent and the non-terminating party of written notice of such termination from the terminating party, unless the other party hereto notifies Escrow Agent that it disputes the right of the other party to receive the Earnest Money. In such event, Escrow Agent may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All attorneys' fees and costs and Escrow Agent's costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

ARTICLE 4 DUE DILIGENCE

4.1 **Due Diligence Materials To Be Delivered**. Seller shall deliver, or cause to be delivered, to Purchaser the following (the "**Property Information**") on or before the Property Information Delivery Date:

4.1.1 **Environmental Reports**. A copy of all environmental reports or site assessments related to the Property, including but not limited to soil reports and other reports;

4.1.2 **Tax Statements**. A copy of ad valorem tax statements relating to the Property for the current tax period;

4.1.3 **Title and Survey**. A copy of Seller's most current title insurance information, if any, and most current survey of the Property, if any;

4.1.4 **Service Contracts**. A list, together with copies, of Service Contracts;

4.1.5 **Condemnation Notices**. Any and all information regarding notice of condemnation plans, proceedings, or awards affecting the Property;

4.1.6 **Property Owners' Association**. All property owners' association documents (proposed and existing);

4.1.7 **Surveys**. Any existing survey or topographical survey of the Property;

4.1.8 **Agreements**. All contracts, agreements, assessments, and letters of commitment affecting the Property;

4.1.9 **Engineering Studies and Soil Reports**. All engineering studies and soil reports relating to the Property;

4.1.10 **Leases**. Copies of all leases, licenses, or occupancy agreements affecting any portion of the Property, and all amendments and correspondence relating thereto (each, a “**Lease**” and collectively, the “**Leases**”); and

4.1.11 **Other Information**. Any other information that does or may affect the Property for its intended use.

4.2 **Intentionally Deleted**.

4.3 **Physical Due Diligence**. Commencing on the Effective Date and continuing until the Closing or earlier termination of this Agreement, Purchaser shall have access to the Property at all reasonable times during normal business hours for the purpose of conducting tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests, as Purchaser deems necessary or advisable in its sole discretion, provided that Purchaser must give Seller one full Business Days’ written notice of any such inspection or test. Purchaser shall bear the cost of all such inspections or tests, which obligation shall survive the termination of this Agreement. Notwithstanding anything herein to the contrary, Purchaser shall have no responsibility for any expense, loss or damage to the extent arising from any act or omission of Seller during any such inspection, or for any expense, loss or damage resulting from the discovery or release of any Hazardous Materials at the Property (other than Hazardous Materials brought on to the Property by Purchaser or its representatives, agents or contractors).

4.4 **Due Diligence/Termination Right**. Purchaser shall have through the last day of the Inspection Period in which to examine, inspect, and investigate the Property Information and any other information provided by Seller in connection with the transactions contemplated by this Agreement (including any notes, memoranda, summaries, analyses, compilations, and other writings relating to the Property Information or based on the Property Information prepared by or on behalf of Purchaser, collectively, the “**Property Documents**”) and the Property and, in Purchaser’s sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. Notwithstanding anything to the contrary in this Agreement, Purchaser may terminate this Agreement for any reason or no reason by giving written notice of termination to Seller and Escrow Agent (the “**Due Diligence Termination Notice**”) on or before the last day of the Inspection Period. If Purchaser does not give a Due Diligence Termination Notice, this Agreement shall continue in full force and effect, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

4.5 **Return of Documents and Reports**. As additional consideration for the transaction contemplated herein, Purchaser shall provide copies of all Reports to Seller, (which may be delivered electronically by Purchaser to Seller in .pdf format) to Seller, within five Business Days following Purchaser’s distribution of the Due Diligence Termination. “**Reports**” mean third-party reports, tests, test results, investigations and studies relating to the existing physical condition of the Property, including, but not limited to, Environmental Reports, together with any correspondence between Purchaser and any governmental entity or utility provided with regard to the Property, but expressly excluding (a) any appraisals or other economic evaluations of, or projections with respect to, all or any portion of the Property, including, without limitation, budgets prepared by or on behalf of Purchaser or any affiliate of Purchaser, (b) any documents, materials or information which are subject to attorney/client, work product or similar privilege, which constitute attorney communications with respect to the Property and/or Purchaser, or which are subject to a confidentiality agreement. “**Environmental Reports**” means any third-party reports, tests, test results, investigations, and studies that pertain to contamination of, or environmental concerns regarding the existing condition of the Property. The Reports shall be delivered to Seller without any representation or warranty as to the completeness or accuracy of the Reports or any other matter relating thereto.

4.6 **Service Contracts**. On or prior to the last day of the Inspection Period, Purchaser will advise Seller in writing of which Service Contracts it will assume and for which Service Contracts Purchaser requires that Seller deliver written termination at or prior to Closing. Seller shall deliver, at Closing, notices of termination of all Service Contracts that are not so assumed. Purchaser must assume

the obligations arising from and after the Closing Date under those Service Contracts that Purchaser has agreed to assume. Seller shall defend, indemnify, and hold harmless Purchase from and against all claims by third parties under any Service Contract not assumed by Purchaser at Closing and under any contracts that were not disclosed to Purchaser during the Inspection Period.

4.7 **Purchaser's Responsibilities**. In conducting any inspections, investigations or tests of the Property and/or Property Documents, Purchaser and its agents and representatives shall: (a) not disturb or interfere to more than a de minimis extent with the rights of any third parties; (b) not interfere to more than a de minimis extent with the operation and maintenance of the Property; (c) not damage any part of the Property or any personal property owned or held by any third party; (d) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or other third parties or their respective agents, guests, invitees, contractors or employees; (e) comply with all applicable laws; (f) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property, except as expressly provided herein; (g) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (h) repair any damage to the Real Property resulting directly or indirectly from any such inspection or tests.

ARTICLE 5 TITLE AND SURVEY

5.1 **Title Commitment**. Seller shall cause to be prepared and delivered to Purchaser on or before the Title Commitment Delivery Date: (a) a current commitment for title insurance (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price and on a Texas T-7 Form commitment, with Purchaser as the proposed insured, and (b) copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property.

5.2 **Survey**. Seller shall cause to be prepared and delivered to Purchaser on or before the Survey Delivery Date, a current survey of the Real Property (the "**Survey**") prepared by a professional surveyor licensed in the State of Texas. The Survey must be acceptable to Purchaser and in form acceptable to Title Company for the Title Company to delete the survey exception from the Title Policy or otherwise satisfy Purchaser's objectives.

5.2.1 The Survey must:

- (a) Set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
- (b) Show that the Survey was made on the ground with corners marked with monuments either found or placed;
- (c) Show any discrepancies or conflicts in boundaries, and any visible encroachments;
- (d) Contain the surveyor's certificate that the Survey is true and correct;
- (e) Show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent: (a) buildings, (b) building set back lines, (c) streets and roads, (d) 100-year flood plain, (e) improvements, (f) encroachments, (g) easements, (h) recording information of recorded easements, (i) pavements, (j) protrusions, (k) fences, (l) rights-of-way, and (m) any markers or other visible evidence of utilities; and
- (f) Show the gross land area of the Property and the Net Land Area, expressed in both acres and square feet. The term "**Net Land Area**" means the gross land area of the Property less then area within utility easements, drainage easements, access easements, rights-of-way, 100-year flood plain, and any encroachments on the Property.

5.3 **Title, Survey, and Property Information Review Period.** During the Title, Survey, and Property Information Review Period, Purchaser shall review title to the Property as disclosed by the Title Commitment, the Survey, and the Property Information, and notify Seller of any objections to matters shown or referred to in the Title Commitment, Survey, or Property Information. Any title encumbrances or exceptions which are referred to in the Title Commitment or on the Survey and to which Purchaser does not object during the Title and Survey Review Period shall be deemed to be “**Exceptions**” (herein so called) to the status of Seller's title. Provided however, Purchaser shall have a continuing right to update the Title Commitment and Survey after the Title, Survey, and Property Information Review Period up until Closing, and Seller shall have the obligation to cure any title defect occurring during or after the Title, Survey, and Property Information Review Period. In the event Purchaser objects to any matters shown or referred to in the Title Commitment, on the Survey, or in the Property Information during the Title, Survey, and Property Information Review Period, Seller shall have a period of ten (10) days (the “**Cure Period**”) within which to satisfy Purchaser's objections. In the event Seller is unable or unwilling to satisfy Purchaser's objections within the Cure Period, Purchaser shall have the option to either waive Purchaser's objections and purchase the Property as otherwise contemplated by this Agreement, in which event such waived objections shall become Exceptions or terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser neither Seller nor Purchaser shall have any further rights, obligations or liabilities hereunder. Except as herein provided, Seller shall have no obligation to cure any objection raised by Purchaser during the Title, Survey, and Property Information Review Period and may elect to notify Purchaser in writing at any time during the Cure Period that it is unable or unwilling to satisfy any of Purchaser's objections. Provided however, if a title exception or title encumbrance is created during or after the expiration of the Title, Survey, and Property Information Review Period, Seller shall be obligated to cure such defect.

5.4 **Mandatory Cure Items.** Any other provision herein to the contrary notwithstanding, (a) all liquidated liens disclosed in the Title Commitment (or any subsequent commitment); (b) all other exceptions disclosed in the Title Commitment (or any subsequent commitment) which arise on or after the Effective Date and are not attributable to actions by Purchaser; and (c) all of Purchaser's objections that Seller agrees in writing to cure at or prior to Closing (collectively, the “**Mandatory Cure Items**”), shall be satisfied, cured or removed by Seller, at Seller's sole cost and expense, at or prior to the Closing, as a condition precedent to Purchaser's obligation to purchase the Property.

5.5 **Delivery of Title Policy at Closing.** In the event that the Title Company does not issue at Closing, or unconditionally commit at Closing to issue, to Purchaser, an owner's title policy in accordance with the Title Commitment, insuring Purchaser's fee simple title to the Real Property in the amount of the Purchase Price, subject only to the standard exceptions and exclusions from coverage contained in such policy and the Exceptions (the “**Title Policy**”), Purchaser shall have the right to terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

ARTICLE 6 COVENANTS, OPERATIONS AND RISK OF LOSS

6.1 **Ongoing Operations.** From the Effective Date through Closing:

6.1.1 **Service Contracts.** Seller will perform its material obligations under the Service Contracts.

6.1.2 **New Contracts.** Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause and without the payment of any termination penalty on not more than 30 calendar days' prior notice.

6.1.3 **Intentionally Deleted.**

6.1.4 **Leasing; License Agreements.** Seller will not enter into any new lease or new license agreement without providing Purchaser (a) all relevant supporting documentation, as reasonably determined by Seller, including, without limitation, tenant financial information to the extent in Seller's possession, and (b) Seller's request for Purchaser's approval. If Purchaser's consent is requested by Seller as to a new lease or new license agreement, Purchaser agrees to give Seller written notice of approval or disapproval of a proposed new lease or new license agreement within five Business Days after Purchaser's receipt of the items in Sections 6.1.4(a) and 6.1.4(b). If Purchaser does not respond to Seller's request within such time period, then Purchaser will be deemed to have disapproved such new lease or new license agreement. Purchaser may withhold its consent in its reasonable discretion, and Seller may not enter into a new lease or new license agreement without Purchaser's written consent or deemed consent, as provided above.

6.1.5 **Change in Conditions.** Seller acknowledges that Purchaser will rely upon the Title Commitment, Survey, Property Information, and other materials delivered by Seller to Purchaser hereunder to satisfy itself with respect to the condition and operation of the Property, and Seller agrees that, in the event that Seller discovers that the information contained in any of the materials delivered to Purchaser hereunder is inaccurate or misleading in any respect, due to the passage of time or intervening circumstances or otherwise, then Seller will promptly notify Purchaser of such changes and supplement such materials.

6.1.6 **Cessation of Marketing.** Seller (a) will not contract to sell or lease the Property to any other person (whether or not such contract is denominated as a "back-up" contract), (b) will cease all efforts to market the Property to any other prospective buyer or lessee thereof, and (c) will inform any such prospective buyer or lessee inquiring as to the status of the Property that it is under contract of sale.

6.2 **Damage.** If prior to Closing the Property is damaged by fire or other casualty, Seller shall estimate the cost to repair and the time required to complete repairs and will provide Purchaser written notice of Seller's estimation (the "**Casualty Notice**") no later than ten (10) days after the occurrence of the casualty. In such event, neither Purchaser nor Seller shall have the right to terminate this Agreement, and Seller shall, at its option, either (a) repair the damage before the Closing in a manner reasonably satisfactory to Purchaser (and if necessary, Seller may extend the Closing Date up to 30 calendar days to complete such repairs), or (b) credit Purchaser at Closing for the reasonable cost to complete the repair (in which case Seller shall retain all insurance proceeds and Purchaser shall assume full responsibility for all needed repairs).

6.3 **Condemnation.** If proceedings in eminent domain are instituted with respect to the Property or any portion thereof, Purchaser may, at its option, by written notice to Seller given within ten calendar days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full ten calendar day period to make such election), either: (a) terminate this Agreement, in which case the Earnest Money shall be immediately returned to Purchaser and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (b) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser its entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. If Purchaser does not give Seller written notice of its election within the time required above, then Purchaser shall be deemed to have elected option (b) above.

ARTICLE 7 CLOSING

7.1 **Closing.** The consummation of the transaction contemplated herein ("**Closing**") shall occur on the Closing Date at the offices of Escrow Agent (or such other location as may be mutually agreed upon by Seller and Purchaser). Funds shall be deposited into and held by Escrow Agent in a closing escrow account with a bank satisfactory to Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and

deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

7.2 **Seller's Deliveries in Escrow.** As of or prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

7.2.1 **Deed.** A Special Warranty Deed (the "Deed"), in the form depicted in Exhibit B attached hereto, subject only to the Exceptions;

7.2.2 **Bill of Sale, Assignment and Assumption.** A Bill of Sale, Assignment and Assumption of Contracts in the form of Exhibit C attached hereto (the "**Assignment**"), executed and acknowledged by Seller, vesting in Purchaser, Seller's right, title and interest in and to the property described therein free of any claims;

7.2.3 **Conveyancing or Transfer Tax Forms or Returns.** Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property;

7.2.4 **FIRPTA.** A Foreign Investment in Real Property Tax Act affidavit in the form of Exhibit D attached hereto executed by Seller;

7.2.5 **Assignment and Assumption of Leases.** If applicable, an assignment and assumption of Leases in form reasonably acceptable to Seller and Purchaser (the "**Assignment of Leases**");

7.2.6 **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;

7.2.7 **Affidavit Regarding Representations.** An affidavit affirming all of Seller's representations and warranties contained in this Agreement and acknowledging that the same survive Closing;

7.2.8 **Leases.** If applicable, the original Leases, with all amendments and correspondence relating thereof; and

7.2.9 **Additional Documents.** Any additional documents that Escrow Agent, Title Company, or Purchaser may require for the proper consummation of the transaction contemplated by this Agreement.

7.3 **Purchaser's Deliveries in Escrow.** As of or prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

7.3.1 **Bill of Sale, Assignment and Assumption.** The Assignment, executed and acknowledged by Purchaser;

7.3.2 **Assignment and Assumption of Leases.** If applicable, the Assignment of Leases, executed and acknowledged by Purchaser;

7.3.3 **Conveyancing or Transfer Tax Forms or Returns.** Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Real Property;

7.3.4 **Authority.** Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy; and

7.3.5 **Additional Documents.** Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Purchaser or result in any new or additional obligation, covenant, representation or warranty of Purchaser under this Agreement beyond those expressly set forth in this Agreement).

7.4 **Closing Statements.** As of or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed closing statements consistent with this Agreement in the form required by Escrow Agent.

7.5 **Purchase Price.** At or before 2:00 p.m. local time on the Closing Date, Purchaser shall deliver to Escrow Agent the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date (and, if requested by Seller, by wire transfer); in the event that Escrow Agent is unable to deliver good funds to Seller or its designee on the Closing Date, then the closing statements and related prorations will be revised as necessary.

7.6 **Possession.** Seller shall deliver possession of the Property to Purchaser at the Closing subject only to the Exceptions.

ARTICLE 8 PRORATIONS, DEPOSITS, COMMISSIONS

8.1 **Prorations.** At Closing, the following items shall be prorated as of the Closing Date with all items of income and expense for the Property being borne by Purchaser from and after (and including) the Closing Date: income and rents that have been collected by Seller as of Closing; fees and assessments; prepaid expenses and obligations under Service Contracts; accrued operating expenses; real and personal ad valorem taxes ("**Taxes**"); and any assessments by private covenant for the then-current calendar year of Closing. Specifically, the following shall apply to such prorations:

8.1.1 **Taxes.** If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing. Any additional Taxes relating to the year of Closing or prior years arising out of a change in the use of the Real Property or a change in ownership shall be paid by Seller and will not be assumed by Purchaser at Closing and paid by Seller when due and payable. This Section shall survive Closing.

8.1.2 **Utilities.** Purchaser shall take all steps necessary to effectuate the transfer of all utilities, if any, to its name as of the Closing Date, and where necessary, post deposits with the utility companies. Seller shall ensure that all utility meters are read as of the Closing Date. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date.

8.2 **Closing Costs.** Closing costs shall be allocated between Seller and Purchaser in accordance with Section 1.2.

8.3 **Commissions.** If and only if the Closing occurs hereunder, Seller has agreed to pay Broker a commission in the amount of 2% of the Purchase Price; provided, that no such commission shall be due to any Broker if the Closing fails to occur for any reason, including, without limitation, the termination of this Agreement by Seller or Purchaser or the default by Seller or Purchaser. Seller shall defend, indemnify, and hold harmless Purchaser, and Purchaser shall defend, indemnify, and hold

harmless Seller, from and against all claims by third parties (other than the Broker claiming by, through or under such party) for brokerage, commission, finders, or other fees relative to this Agreement or the sale of the Property, and all court costs, attorneys' fees, and other costs or expenses arising therefrom, and alleged to be due by authorization of the indemnifying party.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that, as of the Effective Date and as of the Closing Date:

9.1.1 Seller has no knowledge of any violation of any laws, regulations or codes, nor has Seller received any written or other notice of any alleged violations of any laws, regulations or codes;

9.1.2 Seller has no knowledge of, nor has Seller received any written or other notice of, any pending or threatened claims or notices of condemnations, changes in zoning, or special assessments, concerning the Property;

9.1.3 Except (a) as may be set forth in any Phase I Environmental Site Assessment delivered to Purchaser for the Property, and (b) any Hazardous Substances used in the ordinary course of the operation of the Property, all in accordance with all applicable laws, Seller has no knowledge of any releases of, or the existence of, any Hazardous Substances on, under, or from the Property. The term "**Hazardous Materials**" means any substance, material or waste which becomes regulated by any local or state governmental authority of the United States Government. The term "**Hazardous Material**" includes, without limitation, any material or substance which is: (A) defined as a "hazardous substance" or "hazardous material" by any local or state law; (B) oil and petroleum products and their by-products; (C) asbestos; (D) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act; (E) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act; or (F) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act.

9.1.4 Seller owns the Property and has the right, power and authority to enter into this Agreement and to cause the Property to be sold in accordance with its terms and conditions. Seller is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Seller's powers and have been duly authorized. The person executing this Agreement on behalf of Seller has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to equitable principles and laws applicable generally to creditor's rights;

9.1.5 There is no agreement to which Seller is a party or, to the best of Seller's knowledge, is binding on Seller or the Property that is in conflict with this Agreement or that might render Seller unable to perform its obligations under this Agreement; and there is no pending or, to Seller's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting the Property that challenges or would materially impair the ability of Seller to execute, deliver, or perform its obligations under this Agreement;

9.1.6 Seller has received no written notice of any threatened or pending condemnation or similar proceedings affecting the Property, and to Seller's best current actual knowledge, there are no threatened or pending condemnation or similar proceedings affecting the Property.

9.1.7 To the best of Seller's knowledge, all of the Property Information which is delivered by Seller to Purchaser pursuant to Section 4.1 are complete copies of such items as are in Seller's possession and contained in Seller's files.

9.1.8 There are no parties in possession of the Property and there are no binding lease agreements affecting the Property. No person, firm, corporation, or other entity has any right to purchase, right of first refusal, option to purchase or any other right or option to acquire all or any part of the Property and any such rights or options previously granted by Seller covering any part of the Property have been fully released.

9.1.9 Except for recorded covenants described in the Title Commitment, to Seller's knowledge, there is no other agreement, understanding or restriction with or for the benefit of any person or entity, whether private, public or quasi-public, that will be binding upon Purchaser after Closing and which may prevent or limit in any way the current use, or Purchaser's intended use, of the Property or for any uses allowed by current zoning regulations.

9.1.10 Seller is the sole owner of good and indefeasible fee simple title to the Property.

Seller acknowledges that Purchaser has relied and will rely on the representations and warranties of Seller in executing this Agreement and in closing the purchase and sale of the Property pursuant to this Agreement, and Seller, during the term of this Agreement, agrees to notify Purchaser promptly in the event that Seller obtains knowledge of any change affecting any of such representations and warranties, in which event Purchaser shall be entitled to exercise the remedies set forth Article 10 hereof. Until and unless Seller's warranties and representations shall have been qualified and modified as appropriate by any such additional information provided by Seller to Purchaser, Purchaser shall continue to be entitled to rely on Seller's representations and warranties set forth in this Agreement, notwithstanding any contrary information resulting from any inspection of investigation made by or on behalf of Purchaser.

9.2 **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller that:

9.2.1 Purchaser has the right, power and authority to enter into this Agreement and to cause the Property to be purchased in accordance with its terms and conditions. Purchaser is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Purchaser's powers and have been duly authorized. The person executing this Agreement on behalf of Purchaser has the authority to do so;

9.2.2 There is no agreement to which Purchaser is a party or, to the best of Purchaser's knowledge, is binding on Purchaser that is in conflict with this Agreement or that might render Purchaser unable to perform its obligations under this Agreement; and there is no pending or, to Purchaser's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting Purchaser that challenges or would materially impair the ability of Purchaser to execute, deliver, or perform its obligations under this Agreement.

9.3 **Survival of Representations and Warranties.** The representations and warranties set forth in this Article 9 shall survive the Closing. The provisions of this Section 9.3 shall survive the Closing. Any breach of a representation or warranty shall constitute a default by the party making such representation and the other party shall have the remedies set forth in Article 10 hereof for such default.

9.4 **Purchaser's Covenants.** Purchaser covenants and agrees with Seller that, (a) after the Effective Date and continuing through the earlier of termination of this Agreement or Closing, and (b) if Closing occurs, on and after the Closing Date, the use and users that Purchaser will promote, utilize, and implement on the Property will be similar to the types of uses and users listed below:

9.4.1 **Uses:** light manufacturing – indoors; warehousing and distribution – indoors; small amounts of outdoor storage; and

9.4.2 **Examples of Users:** O'Reilly Auto Parts Distribution Center, Ben E. Keith Foods, Texas Speed Performance, EDC Moving Systems, Paradigm Metals, Canadian General Tower, T.J. Maxx Distribution Center, 3-Way Logistics, Kval Machinery, Ovivo Water, Brycomm, Berger Allied Moving and Storage.

ARTICLE 10 DEFAULT AND REMEDIES

10.1 **Seller's Remedies.** If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement for any reason except failure by Seller to perform hereunder, Seller shall be entitled, as its sole remedy, to terminate this Agreement and recover the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

10.2 **Purchaser's Remedies.** If Seller fails to consummate the sale of the Property pursuant to this Agreement or otherwise defaults on its obligations hereunder at or prior to Closing for any reason except failure by Purchaser to perform hereunder, and such default or breach is not cured by the earlier of the third Business Day after written notice thereof from Purchaser or the Closing Date (Purchaser hereby agreeing to give such written notice to Seller within one Business Day after Purchaser first learns of any such default or breach by Seller, except no notice or cure period shall apply if Seller fails to consummate the sale of the Property hereunder), Purchaser may, as its remedies, (a) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing and recover the Earnest Money, (b) proceed at law or equity to enforce this Agreement, including but not limited to an action for specific performance and/or an action for damages, and/or (c) waive said failure or breach and proceed to Closing without any reduction in the Purchase Price.

10.3 **Attorneys' Fees.** In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such claims, to the extent allowed by law.

10.4 **Other Expenses.** If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to Escrow Agent for holding the Earnest Money as well as any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Title Commitment.

ARTICLE 11 MISCELLANEOUS

11.1 **Parties Bound; Assignment.** This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Purchaser may assign its rights under this Agreement upon the following conditions: (a) the assignee of Purchaser shall assume all obligations of Purchaser hereunder, but Purchaser shall remain primarily liable for the performance of Purchaser's obligations, and (b) a copy of the fully executed written assignment and assumption agreement shall be delivered to Seller at least one Business Day prior to Closing.

11.2 **Headings.** The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

11.3 **Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and

operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

11.4 **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the State of Texas.

11.5 **Survival.** The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing (other than any unfulfilled closing conditions which have been waived or deemed waived by the other party) shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

11.6 **Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. All Exhibits hereto are incorporated herein by this reference for all purposes.

11.7 **Time.** Time is of the essence in the performance of this Agreement.

11.8 **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (a) by overnight delivery using a nationally recognized overnight courier, (b) by personal delivery, or (c) by electronic mail addressed to the electronic mail address set forth in Section 1.3 for the party to be notified with a confirmation copy delivered by another method permitted under this Section 11.8. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof). Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller.

11.9 **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

11.10 **Calculation of Time Periods; Business Day.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the state in which the Real Property is located. As used herein, the term "***Business Day***" means any day that is not a Saturday, Sunday or legal holiday for national banks in the city in which the Real Property is located.

11.11 **Execution in Counterparts.** This Agreement (and any alterations, amendments or modifications thereto) may be executed in any number of counterparts, each of which shall be deemed to

be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement (or any alteration, amendment or modification thereto), the parties may execute and exchange by electronic mail PDF counterparts of the signature pages, provided that executed originals thereof are forwarded to the other party on the same calendar day by any of the delivery methods set forth in Section 11.8 other than electronic mail PDF. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement (or any alteration, amendment or modification thereto) to physically form one document.

11.12 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

11.13 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

11.14 Reporting Person. Purchaser and Seller hereby designate the Title Company as the "reporting person" pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

11.15 Like-Kind Exchange. Purchaser may consummate the purchase of the Property as part of a so-called like-kind exchange (the "**Exchange**") pursuant to §1031 of the Internal Revenue Code of 1986, as amended, provided that (a) Purchaser shall notify Seller in writing no later than ten calendar days before Closing that it intends to consummate this transaction as part of an Exchange, and shall provide with such notice all material information relating to the parties and properties to the Exchange; (b) all costs, fees, and expenses attendant to the Exchange shall be the sole responsibility of Purchaser, and Purchaser shall indemnify and hold harmless Seller from and against any such costs, fees, and expenses; (c) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to Purchaser's obligations and covenants under this Agreement; and (d) Seller shall not be required to acquire or hold title to any real property other than the Property for purposes of consummating the Exchange. Purchaser agrees to defend, indemnify and hold Seller harmless from any liability, damages, or costs, including (without limitation) reasonable attorneys' fees, that may result from Seller's acquiescence to the Exchange. Seller shall not, by this Agreement or acquiescence to the Exchange, (1) have its rights under this Agreement, including (without limitation) those that survive Closing, affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Purchaser that the Exchange in fact complies with §1031 of the Internal Revenue Code of 1986, as amended. The terms of this Section shall survive Closing.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

LOCKHART ECONOMIC DEVELOPMENT CORPORATION,

a Texas Type B sales tax corporation

By: _____

Name: _____

Title: _____

Date of Seller's Signature: _____

PURCHASER:

RCM ACQUISITIONS, LLC,

a Texas limited liability company

By: _____

Tyler Alley, Manager

Date of Purchaser's Signature: _____

JOINDER BY ESCROW AGENT

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent has received and shall hold the Earnest Money required to be deposited under this Agreement and the interest earned thereto, in escrow, and shall disburse the Earnest Money, and the interest earned thereon, pursuant to the provisions of this Agreement.

HERITAGE TITLE COMPANY OF AUSTIN, INC.

By: _____

Name: _____

Title: _____

Date Executed by Escrow Agent: _____

EXHIBIT A
ATTACHED MAP
LEGAL DESCRIPTION OF LAND

EXHIBIT B

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

KNOW ALL MEN BY THESE PRESENTS:

THAT LOCKHART ECONOMIC DEVELOPMENT CORPORATON, a Texas Type B corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of _____ (\$_____.00) DOLLARS and other valuable consideration to the undersigned paid by _____, whose address is _____ ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, and upon and subject to the exceptions, encumbrances, terms, provisions and reservations hereinafter set forth and described, has GRANTED, BARGAINED, AND CONVEYED, and these present does hereby GRANT, BARGAIN, and CONVEY unto Grantee the real property located in Caldwell County, Texas, fully described on Exhibit "A", attached hereto and incorporated herein by reference for all purposes, together with all improvements thereon, and all rights, benefits, privileges, tenements, hereditaments, roads, rights-of-way, easements, appendages and appurtenances relating thereto including any right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, strips and acres contiguous and adjacent to such land, including reversion and remainder interests related thereto on said land and improvements (collectively referred to as the "Property").

This conveyance is made and accepted subject to (a) zoning laws and regulations and ordinances of municipal and other governmental authorities, if any, affecting the Property, and (b) all matters affecting the Property and filed of record in the real property records of Caldwell County, Texas (hereinafter collectively referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereof in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular such premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, subject, however to the Permitted Exceptions.

(Signature on the following page)

EXECUTED on the date of the acknowledgment, but to be EFFECTIVE as of the _____ day of _____, 2022.

LOCKHART ECONOMIC DEVELOPMENT
CORPORATON

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____ of, LOCKHART ECONOMIC DEVELOPMENT CORPORATON, on its behalf.

Notary Public – State of Texas

EXHIBIT C

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION
OF CONTRACTS**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "**Bill of Sale**") is made as of _____, 20__, by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

WITNESSETH:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

(a) All intangible personal property related to the management, maintenance or operation of that certain land and improvements located in the County of _____, State of _____, as more particularly described in Schedule 1 hereto and made a part hereof ("**Real Property**"). and the improvements thereon (the "**Improvements**"), including, without limitation: all trade names and trademarks associated with the Real Property and the Improvements, including Assignor's rights and interests, if any, in the name of the Real Property; the plans and specifications and other architectural and engineering drawings for the Improvements, if any; warranties (to the extent assignable without cost to Seller); governmental permits, approvals and licenses, if any; and telephone exchange numbers (collectively, the "**Intangible Personal Property**").

(b) Those certain contracts set forth on Schedule 2 hereto and made a part hereof, and all warranties, guaranties, indemnities and claims (including, without limitation, for workmanship, materials and performance) and which exist or may hereafter exist against any contractor, subcontractor, manufacturer or supplier or laborer or other services relating thereto (collectively, the "**Contracts**").

2. This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement (as amended, the "**Purchase Agreement**") dated as of _____, 20__, between Assignor and Assignee, providing for, among other things, the conveyance of the Intangible Personal Property and the Contracts.

3. Assignee hereby accepts the assignment of the Intangible Personal Property and the Contracts and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations.

4. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Contracts, to the extent accruing prior to the date hereof.

5. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT D

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform _____ ("**Transferee**") that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("**Transferor**"), the beneficial owner of _____ (U.S. employer identification number _____), the undersigned, in his capacity as _____ of _____, but not individually, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is _____; and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

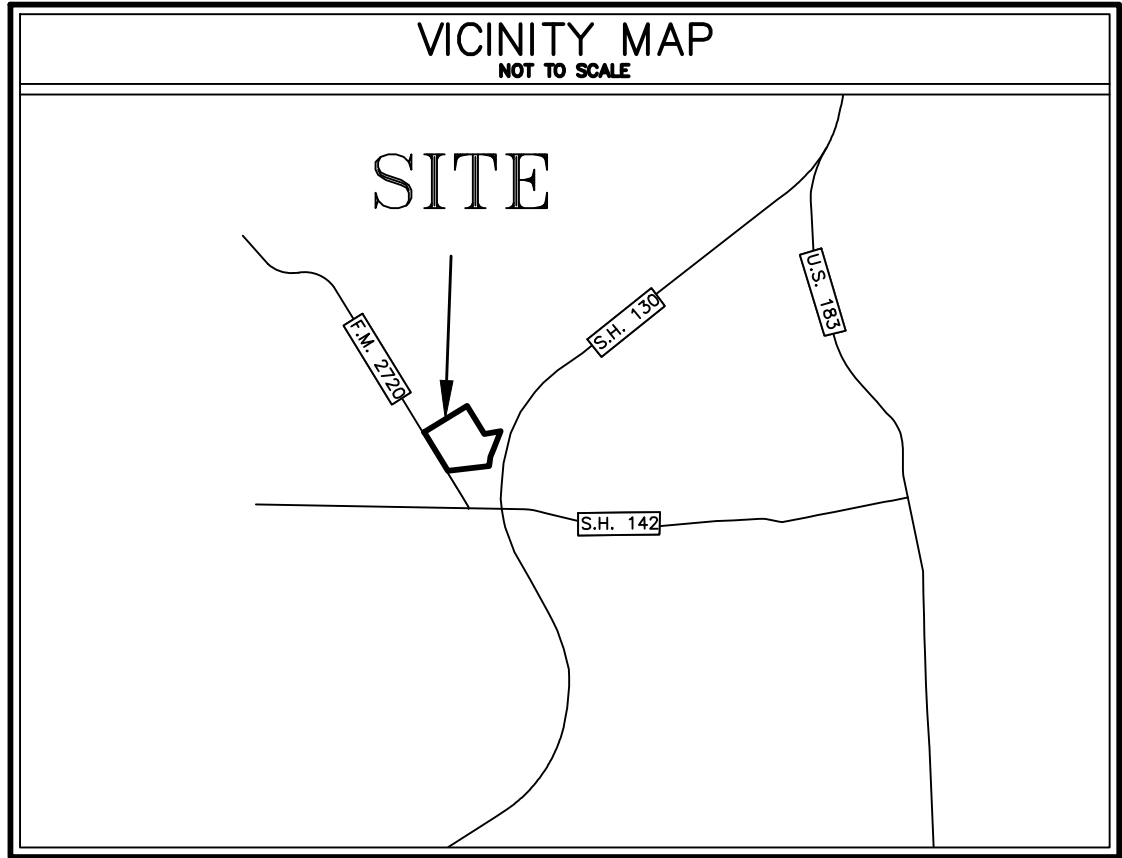
Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated as of _____, 20__.

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public, State of _____



CORNELIUS CRENSHAW SURVEY
ABSTRACT NO. 68

SITE ADDRESS:
BETWEEN TX-130 AND FM 2720 NORTH OF UNION PACIFIC RAILROAD, WEST OF LOCKHART, TX 78644

LEGAL DESCRIPTION:
BEING A 75.033 ACRE (3,268,415.83 SQUARE FEET) TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

METES & BOUNDS DESCRIPTION:

BEING A 75.033 ACRE (3,268,415.83 SQUARE FEET) TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOR THE WESTERN CORNER OF SAID 75.033 ACRE TRACT, SAME BEING THE WESTERN CORNER OF A CALLED 10.101 ACRE TRACT, RECORDED IN VOLUME 636, PAGE 66 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS [O.P.R.C.C.T.]. (SAID 10.101 ACRE TRACT BEING PART OF THE 75.033 ACRE TRACT DESCRIBED AS FOLLOWS):

THENCE WITH THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N58°31'10"E, A DISTANCE OF 800.00 FEET TO A FOUND 1/2" IRON ROD AND THE NORTHERN CORNER OF SAID 10.101 ACRE TRACT,

THENCE LEAVING THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT AND CONTINUING AT THE SAME BEARING A DISTANCE OF 891.43 FEET TO A FOUND 1/2" IRON ROD,

THENCE S31°29'12"E, A DISTANCE OF 1,115.56 FEET TO A FOUND 1/2" IRON ROD,

THENCE N79°27'28"E, A DISTANCE OF 557.21 FEET TO A FOUND 5/8" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S21°09'43"W, A DISTANCE OF 654.64 FEET TO A FOUND 1/2" IRON ROD WITH CAP, STAMPED "HOLT CARSON, INC.",

THENCE S21°09'43"W, A DISTANCE OF 275.30 FEET TO A FOUND TXDOT BRASS DISK,

THENCE S07°46'12"W, A DISTANCE OF 307.99 FEET TO A FOUND 1/2" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S83°10'47"W, A DISTANCE OF 1,406.25 FEET TO A FOUND 5/8" IRON ROD,

THENCE N31°28'49"W, A DISTANCE OF 980.76 FEET TO A FOUND 1/2" IRON ROD AND THE SOUTHERLY CORNER OF SAID 10.101 ACRE TRACT,

THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N31°28'49"W, A DISTANCE OF 550.00 FEET TO THE FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOUND FOR THE WESTERLY CORNER OF SAID 10.101 ACRE TRACT AND THE POINT OF BEGINNING AND CONTAINING 75.033 ACRES (3,268,415.83 SQUARE FEET).

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4203), NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

BENCHMARK NOTE:

BENCHMARK: # 200
ELEVATION: 560.34'
DESCRIPTION: X CUT IN A HEADWALL FOUND LOCATED APPROXIMATELY 1,520 FEET NORTHWEST FROM THE INTERSECTION OF FM 2720 AND W. SAN ANTONIO STREET. [SHOWN HEREON]

FLOODPLAIN NOTE:

ALL OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED ZONE "X", AS SHOWN ON F.I.R.M. PANEL NO. 48055C0115E, CALDWELL COUNTY, TEXAS EFFECTIVE 06/19/2012.

ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE C MAY HAVE PONDING AND LOCAL DRAINAGE PROBLEMS THAT DON'T WARRANT A DETAILED STUDY OR DESIGNATION AS BASE FLOODPLAIN. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

UTILITY NOTE:

SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010), AND A VERTICAL DATUM OF NAVD86, GEOID 128. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

OWNER:
MIKE KAMERLANDER
LOCKHART ECONOMIC DEVELOPMENT
CORPORATION
215 EAST MARKET STREET
LOCKHART, TX 78644

SURVEYOR:
GARRETT CAVAIUOLO, RPLS
DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST SUITE 160
AUSTIN, TX 78735
(512) 583-2600

ENGINEER:
FRANK DESROCHES, PE
DOUCET AND ASSOCIATES
7401 B HIGHWAY 71 WEST SUITE 160
AUSTIN, TX 78735
(512) 583-2600

ZONING:
INDUSTRIAL-LIGHT

LOT SUMMARY TABLE		
LOT TYPE	NUMBER OF LOTS	TOTAL ACREAGE
COMMERCIAL	6	64.813
DRAINAGE	2	5.753
RIGHT-OF-WAY	1	4.464
TOTAL ACREAGE OF SUBDIVISION		75.03

SUBMITTAL DATE: MARCH 3, 2021 FOR COMPLETENESS REVIEW
APRIL 19, 2021 FOR TECHNICAL REVIEW
APRIL 23, 2021 RESPONSE TO TECHNICAL REVIEW COMMENTS

STREET NOTES:

THE STREET NAMES WILL BE FINALIZED PRIOR TO THE PHASE 1 FINAL PLAT.

SIDEWALK/HIKE & BIKE TRAIL NOTES:

A FIVE-FOOT WIDE SIDEWALK SHALL BE CONSTRUCTED ALONG THE F.M. 2720 FRONTAGE OF THE SUBDIVISION. FOUR-FOOT WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF CAHILL STREET AND DEWITT STREET; A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE NORTH CESAR CHAVEZ PARKWAY SOUTHBOUND FRONTAGE OF THE SUBDIVISION.

THE SIDEWALKS ALONG THE F.M. 2720 FRONTAGE, DEWITT STREET FRONTAGE OF LOT 1, BLOCK C, AND THE HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED BY THE SUBDIVIDER WITH THE SUBDIVISION IMPROVEMENTS, PRIOR TO RECOGNITION OF THE FINAL PLAT.

THE SIDEWALKS ALONG CAHILL STREET AND DEWITT STREET, EXCEPT FOR THAT ALONG THE DEWITT STREET FRONTAGE OF LOT1, BLOCK C, SHALL BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

DRAINAGE NOTES:

THE DRAINAGE LOTS WITHIN THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE CITY OF LOCKHART.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

LEGEND	
---	PROPERTY LINE
---	EXISTING EASEMENT
---	BUILDING SETBACK LINE
---	ADJOINER PROPERTY LINE
---	OVERHEAD ELECTRIC
---	EXISTING GAS LINE
---	EXISTING WIRE FENCE
---	APPROXIMATE SURVEY LINE
---	MARKED WATER LINE
---	MARKED WASTEWATER LINE
---	MARKED COMMUNICATION LINE
---	1/2" IRON ROD FOUND (UNLESS NOTED)
---	ELECTRIC PULL BOX
---	WATER VALVE
---	WATER METER
---	SIGN [AS NOTED]
---	POWER POLE
---	DOWN GUY
---	8IN CEDAR POST
---	BENCHMARK FOUND
---	ELECTRIC TRANSFORMER
---	WASTEWATER MANHOLE
---	"X" ON CONCRETE
---	VOL.
---	PG.
---	R.O.W.

75.03 ACRES
LOCKHART INDUSTRIAL PARK III
SUBDIVISION DEVELOPMENT PLAN
PRELIMINARY PLAT
CITY OF LOCKHART,
CALDWELL COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735. Phone: (512)-583-2600
www.doucetengineers.com
TBEFS Firm No.: 10105800
TBE Firm No.: 3-3937

Date: 04/23/2021
Scale: 1" = 100'
Drawn by: **DR**
Reviewed by: **DR**
Project: **2203-001**
Sheet: **PLAT SHEET 01**
Field Book:
Party Chief:
Survey Date: **01/18/2021**

Rose City Management, LLC
5830 Granite Parkway
Suite #100-372
Plano, TX 75024

RCP

Rose City Partners
Real Estate Development

February 22nd, 2022

Re: Purchase of a 5.352 acre tract of land located within the Lockhart Industrial Park in Lockhart, TX

Dear Seller:

This letter shall serve as evidence of intent of Rose City Management, LLC, a Texas Limited Liability Company, or its affiliates, to enter into a Contract of Sale and Purchase between Rose City Management, LLC, a Texas Limited Liability Company, or its affiliates (as "Purchaser") and the current owner of the property (as "Seller") to purchase and sell an interest in the below referenced Property generally in accordance with the following terms and conditions:

1. **PROPERTY:** **Block B Lot 2** located along SH 130 and FM 2720. The "Subject Site" is shown in **Exhibit A**.
2. **PURCHASE PRICE:** The purchase price for the Property shall be based on a \$2.75 PSF valuation on useable land at the closing of the purchase of an interest in the Property.
3. **EARNEST MONEY:** Within 5 days of full execution of a formal Contract of Sale and Purchase, Purchaser will make an Earnest Money Deposit in the amount of \$20,000 with Heritage Title Company (the "Title Company") with attention to Gary Farmer. The Escrow Deposit shall be held in escrow by the Title Company pending acceptance of the Property during the Review Period (as hereinafter defined) by Purchaser. The Earnest Money Deposit shall become non-refundable (except for Seller default) upon Purchaser's acceptance of the Property at the end of the Review Period. Provided that Purchaser has fulfilled the terms of the Contract, the Earnest Money Deposit (along with any earned interest) shall be applied to the purchase price of the Property at closing. In the event Purchaser determines within the Review Period that Purchaser's use of the Property as intended does not appear to be feasible, in Purchaser's sole determination, the Earnest Money Deposit check (along with any earned interest) shall be forthwith returned to Purchaser upon notice to Seller of such determination by Purchaser.
4. **REVIEW PERIOD:** Purchaser shall have a period of 4 months from and after the effective date of the Contract (i.e. a fully executed Contract) in which to perform economic and development studies on the Property to determine the feasibility of Purchaser's intended use of the Property. Unless Purchaser shall notify Seller in writing on or before expiration of such 4 months period, Purchaser shall be deemed to have determined that the property is unacceptable for purchaser's intended uses, whereupon the Earnest Money Deposit (along with any earned interest) shall be forthwith returned to Purchaser. Any diligence items obtained during the Review Period (phase 1, soils report, and survey) will be given to the Seller if the contract is terminated.

5. **SURVEY and TITLE COMMITMENT:** On or before thirty (30) days after the effective date of the Contract, Seller shall deliver or cause to be delivered to Purchaser;
- (a), a commitment for issuance of an Owners Policy of Title Insurance issued by the Title Company, along with legible copies of all instruments or matters referred to in such commitment affecting title thereof,
 - (b), a current on the ground Survey of the Property made by a duly licensed Texas land surveyor or registered professional engineer reasonably acceptable to Purchaser, and in a form acceptable to the title company, in order for the title company to delete the survey exception to said owner's policy, and
 - (c), copies of any and all contracts, agreements, assessments, letters of commitment, studies, engineering and/or soils reports, Topographical Surveys, or other information that might affect the Property for its intended use that is readily available to Seller. Notwithstanding anything to the contrary contained in the Contract to be prepared between the parties hereto, Purchaser shall have a period of one hundred and eighty (180) days after the last to be received of items (a), (b), and (c) above in which to review and comment in writing to Seller as to the acceptability of each. Seller shall have a period of ten (10) days after receipt of objection to any of the above items in which to satisfactorily correct such objection, or failing or refusing to correct such objection, have Purchaser waive such objection or terminate the Contract.
6. **CLOSING:** The closing of the purchase and sale of the Property shall take place at the title company on or before the earlier of thirty (30) days after all necessary approvals are acquired or thirty (30) days after acceptance of the Property during the Review Period or Extension Period by Purchaser.
7. **CONDITIONS:** Purchaser will abide by similar restrictions as those required by the Seller in the Purchase and Sale Agreement between the Lockhart Economic Development Corporation and Titan Property Management, LLC executed in November 2021 except for those noted within this Letter of Intent.
8. **BROKER FEE:** Seller to pay broker fee of 2% of total purchase price if a sale is to occur to Cantera Real Estate Group, LLC.

If the terms and conditions as proposed herein are in general agreement to you as Seller, please so indicate where noted below and return one signed duplicate of this letter to Purchaser. Upon receipt thereof, we will prepare and present to you an Agreement of Purchase and Sale incorporating the above provisions therein.

If this letter of intent is not signed by Seller and returned to Purchaser within 5 days of the date of this letter, then this letter of intent shall be rendered null and void.

The above general terms and conditions are obviously not fully exhaustive, and we would expect these and other pertinent issues to be addressed in the formal Contract to be provided.

This Letter of Intent shall not be construed as a binding agreement on either party hereto, but is prepared simply as an expression of interest pending the full review, approval and execution of a formal Contract of Purchase and Sale by and between the parties

Purchaser would be happy to meet with Seller principles at their convenience to discuss details of this offer.

Sincerely,

A handwritten signature in black ink that reads "Tyler Alley". The script is cursive and fluid.

Tyler Alley
Rose City Management, LLC

Agreed and Accepted:

By:

Exhibit A



MINUTES

LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, APRIL 11, 2022
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; Alfredo Muñoz; Sally Daniel; Doug Foster; Frank Estrada; Juan Alvarez; David Bryant

Board Members Absent: None

Staff Present: Mike Kamerlander; Pam Larison, Treasurer; Nicole Warren, LEDC Attorney

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:00 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding a performance agreement with Revival Cycles, Inc. pursuant to Sec. 505.159, Local Government Code.

Public hearing open: 6:00 PM
No public present.

Closed: 6:01 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the March 14, 2022 meeting.

No Discussion.

Motion to approve the minutes from the March 14, 2022 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 7 of 7

4.2 Discussion and/or action regarding sales tax and financial statements for March 2022.

- Audit discussion and suggestions

Ms. Larison provided an overview of the financials from the month with no significant issues to report. Sales tax revenues continue to outpace last year's. Ms. Larison went over the auditor's report which contained nothing unusual in the LEDC's accounting. The accounting firm did suggest LEDC funds be placed in its own bank account separate from the City's funds. The board discussed this at length and provided consensus to move forward with the auditor's recommendation.

Motion to approve the March 2022 financial statements.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 7 of 7

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)

MINUTES

Monday, April 11, 2022 - 6:00 P.M.

Page 1 of 3

4.3 Discussion and/or action regarding LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

The Economic Development Performance Agreement is to provide a rebate of up to \$250,000 to Revival Cycles, Inc. for reimbursement of building renovations including but not limited to window replacements, life safety equipment, and electrical work and upgrades, and a rebate of EDC sales taxes collected by Revival Cycles, Inc. over a 5-year term.

Motion to approve LEDC Resolution 2022-08 for an economic development performance agreement with Revival Cycles, Inc.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.4 Discussion and/or action regarding a property sale agreement for 19.665 acres in Lockhart Industrial Park III with Titan Development.

Due to the right of first refusal with Titan Development, the company has exercised its right to purchase this tract in Industrial Park III. Terms were discussed as part of the agenda packet.

Motion to to Authorize the LEDC President to execute a purchase sale agreement for 19.665 acres in Lockhart Industrial Park III.

Motion: Alfredo Muñoz Second: Doug Foster Vote: 7 of 7

4.5 Discussion and/or action regarding a property sale agreement for 6.788 acres in Lockhart Industrial Park III with Ziegenfelder Company.

Motion: Doug Foster Second: Alfredo Muñoz Vote: 7 of 7

4.6 Discussion and/or action regarding phase 2 of Lockhart Industrial Park III.

Staff reviewed the current state of Lockhart Industrial Park III and went over the need to begin phase II of the park due to contracting with business entities for land in phase II. Staff went over the possibility of cash flow lagging sales and that the EDC would need to cover those costs until the land sales closed which are all expected by the end of the year.

Motion: Doug Foster Second: Sally Daniel Vote: 7 of 7

4.7 Discussion and/or action regarding authorization of a Memorandum of Understanding between LEDC and the Greater San Marcos Partnership for the Fiscal Year 2021-22.

Staff reviewed the proposed MOU with the Greater San Marcos Partnership for the 2021-22 Fiscal Year. After deliberations, the board decided to remove on provision in the MOU and reduce the investment in GSMP from \$20,000 to \$15,000 for the current fiscal year.

Motion: Doug Foster Second: Juan Alvarez Vote: 7 of 7

5. Executive Session – In: 7:16 PM Out: 7:37 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:

- Summertime
- Revive
- Recycle
- Specs 2
- Rose

6. Board Action from Executive Session

6.1 Motion to accept the LOI terms for Project Specs 2 and direct staff to negotiate a purchase sale agreement as discussed in executive session.

Motion: Doug Foster

Second: Sally Daniel

Vote: 7 of 7

6.2 Motion to authorize the LEDC President to negotiate and execute a Purchase Sale Agreement with Project Rose.

Motion: Alfredo Muñoz

Second: David Bryant

Vote: 7 of 7

7. DISCUSSION ONLY

7.1 Activity Updates

Mr. Kamerlander gave an update on the LEDC Staff activities for March 2022.

ADJOURN

Motion to Adjourn.

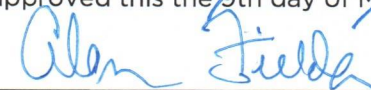
Motion: Alfredo Muñoz

Second: Sally Daniel

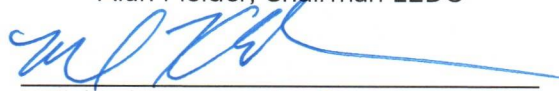
Vote: 7 of 7

LEDC Board of Directors Adjourned at 7:44 PM.

Minutes approved this the 13th day of June, 2022.



Alan Fielder, Chairman LEDC



Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2022-28 establishing and regulating a truck traffic route within the City of Lockhart , Texas; prohibiting truck traffic on State Highway 142/West San Antonio Street; and providing penalties for violation thereof by a fine of not more than \$500.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On October 29, 2021, a traffic study was prepared by the City Engineer for the Downtown Revitalization project. During the study, high volumes of truck traffic was observed downtown on West San Antonio Street (SH142). Trucks are defined in the study as vehicles with trailers, delivery vehicles (like a service industry delivery truck) and larger vehicles. A pickup truck was not considered a truck for the study.

In urban areas, the truck percent is usually 2-5% of the total vehicle traffic. The study found that 36% of traffic on West San Antonio Street north of the courthouse was truck traffic. It was recommended that providing an alternate route (a truck route) as part of the revitalization effort would improve pedestrian safety and improve overall traffic flow. The optimal solution is to provide a truck route for through traffic (through trucks and through cars) that relocates them away from pedestrian activity. Truck routes are indicated with signs posted to alert trucks to avoid downtown urban areas or areas with high pedestrian activity. Diverting truck traffic will improve safety, entice tourists to safely shop at local businesses, and allow the City to concentrate on improving the downtown experience.

Since the study, the City Engineer and staff have been working with both TxDOT and SH130 Concession to develop a truck route within the city limits. Ordinance 2022-28 creates a truck route on both SH130/Cesar Chavez Pkwy and US183/Colorado Street. Creating this truck route will restrict trucks from traveling on SH142/San Antonio Street.

A "Truck" is defined in the Ordinance 2022-28 as every motor vehicle which is designed, used, or maintained primarily for the transportation of property having a weight of 30,000 (thirty thousand) pounds Gross Vehicle Weight Rating (GVWR) or more including the load carried.

Exemptions to the ordinance include:

- Trucks delivering goods and services
- Pick-up trucks or vans designed so as to carry loads of no more than one ton
- Vehicles carrying or designated to carry passengers
- Fire trucks or other emergency vehicles or vehicles on emergency business involved in the saving of life or property
- Implements of husbandry incidentally moved upon a road

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Road repair, construction or maintenance vehicles while involved in the repair, construction, or maintenance of roads within the City
- Trash and/or Recycling Collection service vehicles while involved in the provision of services to residents of the City
- All governmentally owned or leased vehicles and public utility vehicles
- Motor homes, recreational vehicles or vehicles used exclusively to transport personal possessions or family members for non-business purposes

If approved, the City Engineer and staff will work with TxDOT and the SH130 Concession to create a detailed design for traffic control including a signage plan for the truck route, along with cost estimates and any remaining feasibility for the project. SH130 Concession/TxDOT will be responsible for installation of all necessary signs to create the proposed truck route, with the City's responsibility being to purchase any necessary signs for the project.

PROJECT SCHEDULE (if applicable): July 2022- Truck Route Ordinance submission to the TxDOT Traffic Commission.

Mid-August 2022- City Engineer will complete the signage plan and cost estimates.

Fall 2022- Coordinate sign purchasing. Once signs are received, TxDOT will be notified for installation.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): TxDOT's Area Engineer has estimated the signage for the project to cost an estimated \$30,000. Once the detailed signage plan has been completed, the City Engineer will determine any additional costs associated with the route.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adopting Ordinance 2022-28 establishing a truck route within the city limits of Lockhart.

LIST OF SUPPORTING DOCUMENTS: Ordinance, TRUCK ROUTE Depiction

ORDINANCE NO. 2022-28

AN ORDINANCE ESTABLISHING AND REGULATING A TRUCK TRAFFIC ROUTE WITHIN THE CITY OF LOCKHART, TEXAS; PROHIBITING TRUCK TRAFFIC ON STATE HIGHWAY 142/ WEST SAN ANTONIO STREET; PROVIDING PENALTIES FOR THE VIOLATION THEREOF BY A FINE OF NOT MORE THAN \$500; AND PROVIDING FINDINGS OF FACT; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, the City Council of the City of Lockhart (“Council”) finds that it is in the best interest of the public health, safety and general welfare to restrict travel of certain vehicles utilizing West San Antonio Street and/or State Highway 142; and,

WHEREAS, the Council finds that establishing a truck traffic route is in the public interest of the residents of the City of Lockhart; and,

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Lockhart has general authority to adopt an ordinance or police regulation that is for the good government, health, safety and order of the City.

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

Section 1 - Findings.

The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2 - Purpose.

To protect the health, safety and general welfare of the residents of the City and to preserve and protect functionality and integrity of West San Antonio Street and/or State Highway 142, the City's Historic Central Business District, and neighboring residential properties.

Section 3 - Definitions.

Any word or term not defined herein shall be considered to be defined in accordance with its common or standard definition.

a) “Truck” means every motor vehicle which is designed, used, or maintained primarily for the transportation of property having a weight of 30,000 (thirty thousand) pounds Gross Vehicle Weight Rating (GVWR) or more including the load carried.

b) “Implement of Husbandry” means every vehicle, which is designed for agricultural purpose and exclusively used by the owner thereof in the conduct of agricultural operations.

c) “Semi-Trailer” means every vehicle with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

d) “Trailer” means every vehicle with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

e) “Truck Tractor” means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of vehicle and load so drawn.

f) “Person” includes an agency, company, organization, firm, association, partnership, joint venture, trust or equivalent entity or a combination of any of them as well as a natural person

Section 4 - Prohibition Against Travel on Non-Designated Truck Routes.

Except as expressly permitted under this ordinance, no person shall operate a truck or truck-tractor and semi-trailer or truck-tractor and trailer combination, or truck and trailer combination in the City on any road other than the designated truck route.

Section 5 - Truck Route.

Northbound/Southbound U.S. Highway 183 and Northbound/Southbound State Highway 130, to the exclusion of all other roads, is hereby designated as the Truck Route and classified for truck traffic.

Section 6 - Exceptions.

The truck route limitations prescribed in this Ordinance shall not apply to:

- a) Delivery of goods and services; or
- b) A pick-up truck or a van designed so as to carry loads of no more than one ton; or
- c) Vehicles carrying or designated to carry passengers; or
- d) Fire trucks or other emergency vehicles or vehicles on emergency business involved in the saving of life or property; or
- e) Implements of husbandry incidentally moved upon a road; or
- f) Road repair, construction or maintenance vehicles while involved in the repair, construction, or maintenance of roads within the City; or

g) Trash and/or Recycling Collection service vehicles while involved in the provision of services to residents of the City; or

h) All governmentally owned or leased vehicles and public utility vehicles; or

i) Motor homes, recreational vehicles or vehicles used exclusively to transport personal possessions or family members for non-business purposes.

Section 7 - Leaving or Returning to Home or Place of Business.

Nothing herein contained shall prevent a truck or truck-tractor and semi-trailer, or truck tractor and trailer combination, or truck and trailer combination from leaving or returning to its customary storage location at the owner or operator's personal residence, or a commercial or industrial location on or adjacent to West San Antonio Street and/or State Highway 142.

Section 8 – Special Permits.

The City Manager or his designee shall have authority to grant a written permit in special cases which would otherwise be in violation of the provisions of this Ordinance. Said permit shall describe the vehicle, the time and dates of travel, and the route to be taken by the vehicle; and in no case shall a permit be valid for a longer period of ten (10) days from the date of issue.

Section 9 – Signs.

The City shall procure and have posted appropriate signage along the designated truck route as required by the laws of the State of Texas and authorized by the Texas Department of Transportation.

Section 10 – Penalties.

Any person who violates any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction, shall be fined not more than five hundred (\$500.00) dollars. The City of Lockhart Police Department is hereby authorized to issue tickets for violation of this Ordinance.

a) All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

b) The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

c) The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof was discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2022

CITY OF LOCKHART

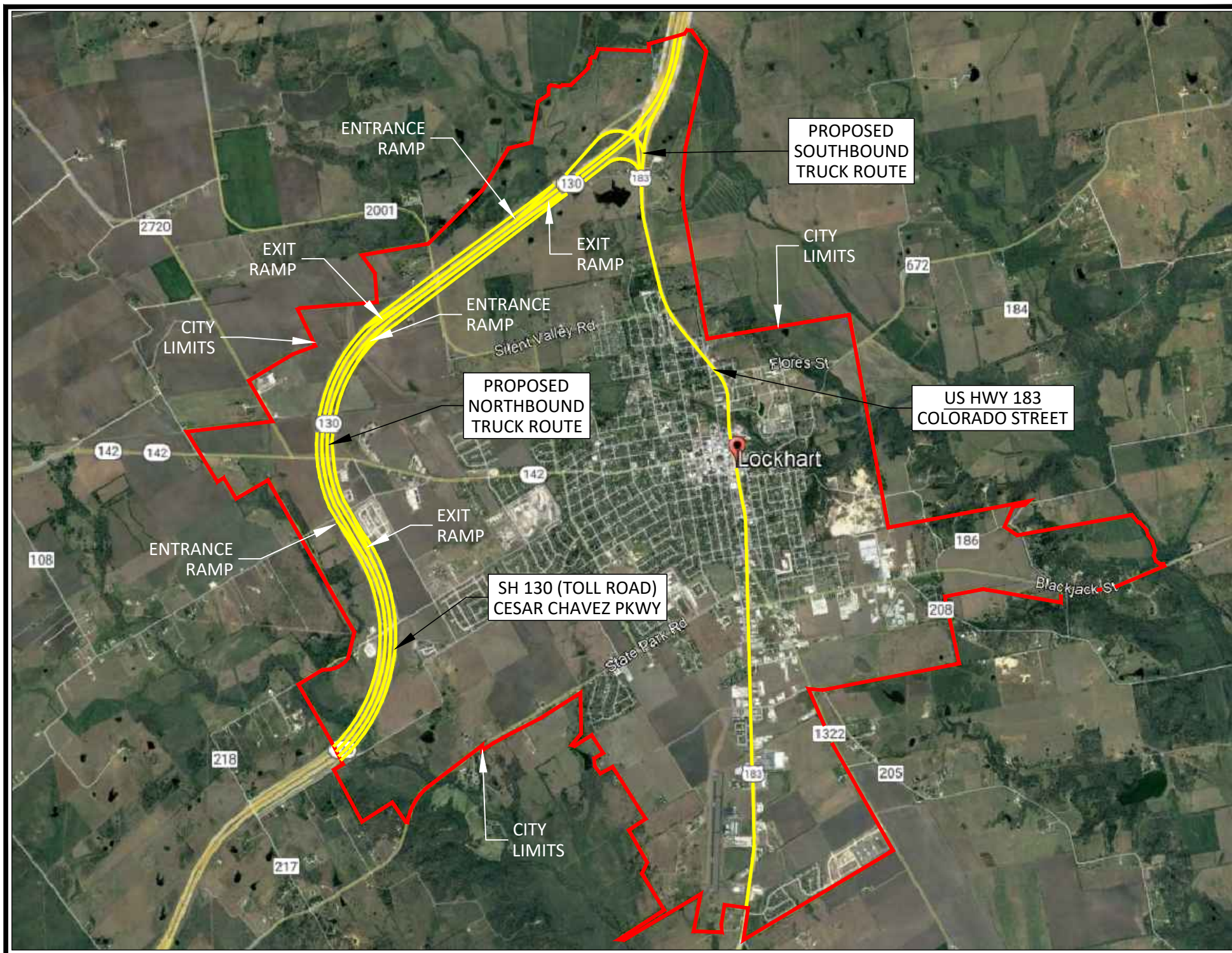
Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

Approved as to form:

Monte Akers, City Attorney



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

AGENDA ITEM CAPTION: Review of petition for annexation from Thomas Staub on Behalf of ROED Prop Co, LLC and possible adoption of Resolution 2022-28, setting the date for the public hearing for the annexation of 89.775 acres out of the J.A Neill Survey, Abstract Number 20, Caldwell County, Texas, located on the east side of FM 1322 approximately 2,600 feet south of Seawillow Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: This item is the review of a petition, and the adoption of a resolution setting a public hearing date for adoption of an ordinance, for the annexation of 89.775 acres located on the east side of FM 1322, south of Seawillow Road. The property is proposed to be developed as a residential subdivision with the possible inclusion of a site for a private school. The site is not currently served by City of Lockhart water and wastewater utilities. As such, the extension of such services will be at the owner's expense, with possible contribution by the City for a portion of the cost of the necessary wastewater line extension.

The petition for annexation with associated exhibits is attached. If the resolution is adopted, a public hearing for adoption of the annexation ordinance will be scheduled for the August 5, 2022 City Council meeting. Notifications must take place no earlier than 20 days before the hearing and no later than 10 days before the hearing.

PROJECT SCHEDULE (if applicable): If the resolution is adopted, the public hearing for the annexation will be scheduled for August 2, 2022.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The annexation will add the property to the city tax rolls, and development of the property as a residential subdivision will add to the city's property tax base. The city will need to maintain any public improvements made during the course of the development of the property, including roads, utilities, and public parks. The city will also have to serve the property and its residents with police, fire, EMS, animal control and all other city services post annexation.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2022-28 setting the public hearing date for the proposed annexation of 89.775 acres for August 2, 2022.

LIST OF SUPPORTING DOCUMENTS: Seawillow Annexation Resolution 2022-28, Red Oak petition and metes and bounds, RED OAK ANNEX--Exhibit C Map

RESOLUTION NO. 2022-28

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

WHEREAS, the property to be annexed consists of 89.775 acres as described more fully in Exhibit “B”, and as depicted in Exhibit “C”, attached hereto, in Caldwell County, Texas; and

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

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

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

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

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

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

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

3. The City shall conduct a public hearings at which times persons interested in the annexation shall be given the opportunity to be heard. The public hearing shall be conducted in the Council Chamber of City Hall of the City of Lockhart, on the 2nd day of August 2022, at 7:30 p.m.

4. Notice of the public hearing shall be published in the Lockhart Post-Register on or after July 13, 2022 and before July 23rd, 2022 and the notice will also be posted on the City's Internet website before July 23rd, 2022 and shall remain posted until the date of the public hearing.

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

6. This Resolution shall become effective immediately upon passage.

Passed, read and approved the 5th day of July, 2022.

City of Lockhart, Texas

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

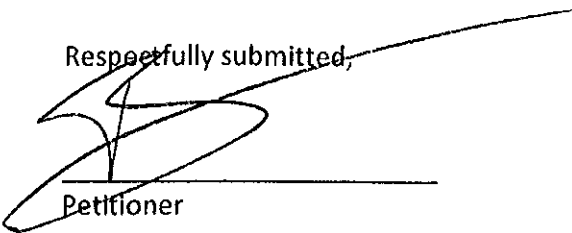
ROED Prop Co, LLC
(Thomas Staub), herein collectively referred to as "Petitioner", files this Petition requesting the annexation of certain property they own, being the real property described in by metes and bounds and plat in Exhibit A, attached hereto and made a part hereof for all purposes ("Property") into the boundaries of the City of Lockhart, Texas ("City"), in accordance with the provisions of Sections 43.0671 of the Texas Local Government Code. In support hereof, the Petitioner states the following:

1. The City has the authority under Section 43.0671 of the Texas Local Government Code to extend its boundaries by the annexation of additional territory upon request by the landowners of said territory.
2. In accordance with the requirements of Chapter 43 of the Texas Local Government Code, the Property: (a) is contiguous and adjacent to the current corporate limits of the City; and, (b) is vacant and without residents.
3. The Petitioner is the sole owner of the Property.
4. By execution of this Petition, Petitioner declares that the Property is not appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or for timber purposes under Subchapter C or D, Chapter 23, Texas Property Tax Code, or if such Property is appraised for agricultural or wildlife management use, or for timber purposes, Petitioner waives the right to request a Development Agreement pursuant to Section 43.016 of the Texas Local Government Code.

THEREFORE, Petitioner respectfully requests that after the fifth (5th) day but on or before the thirtieth (30th) day from the filing of this Petition, the Lockhart City Council will consider this Petition, the arguments for and against the annexation, and grant this Petition in accordance with the terms hereof and thereafter by ordinance annex the Property so that on the effective date of such ordinance the area to be annexed shall become a part of the City and therefore be entitled to the rights and privileges of all of the territory within the City and be bound by the acts and ordinances adopted by the City.

DATED the 14th day of April, 2022

Respectfully submitted,



Petitioner

8512 Bestwick Bend Austin, Tx 78744
Address

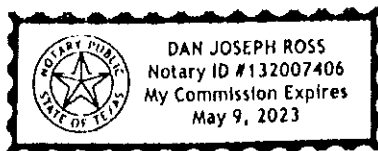
STATE OF TEXAS §
COUNTY OF Texas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas Staub known to me to be the person whose name is subscribed to the foregoing instrument. This instrument was acknowledged before me on the 14th day of April, 2022, by Fair Beals.



Notary Public, State of Texas

(SEAL)



BEING 89.775 acres of land situated in the J.A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas, and being a portion of and part of a called 169.811 acres of land described in deed to SVAG Investments, LLC, a Texas Limited Liability Company, as recorded in Document Number 2021-006881 of the Official Public Records of Caldwell County, Texas, and being more particularly described by metes and bounds as follows:

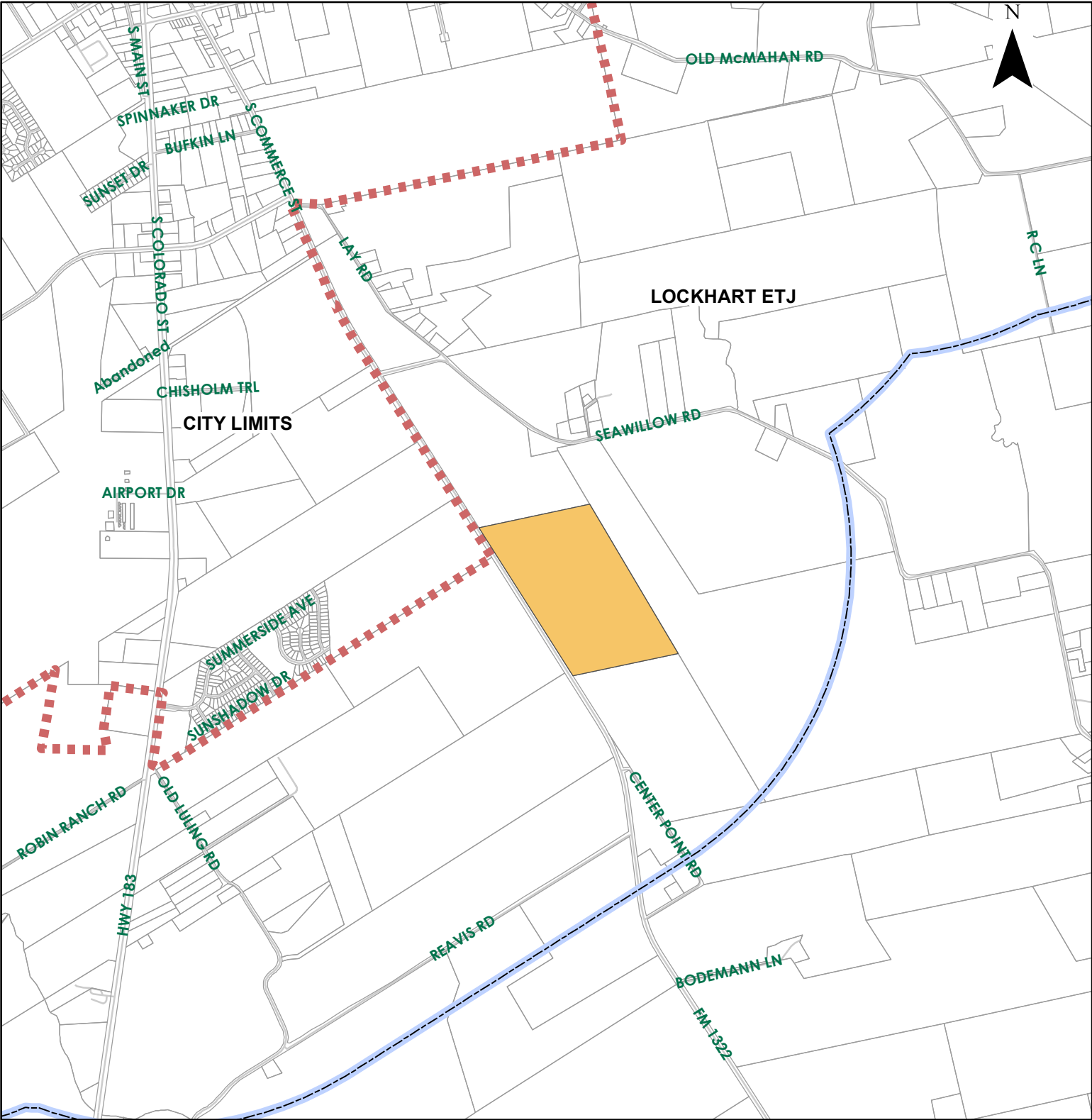
BEGINNING at a ½ inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31 degrees 43 minutes 06 seconds West, along said Right-of-Way and the Southwest line of this tract, a distance of 2,572.95 feet to a ½ inch capped iron rod found, marked Jones Carter Prop Corner, for the Northwest corner of this therein described tract;

THENCE North 78 degrees 46 minutes 11 seconds East, crossing said 169.811 acre tract, a distance of 1,665.32 feet to a ½ inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, same being the Northeast line of said 169.811 acre tract, and being the Northeast corner of this herein described tract;

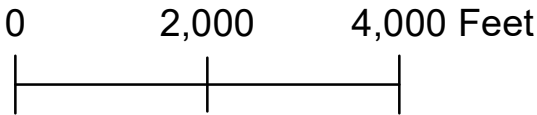
THENCE South 29 degrees 54 minutes 41 seconds East, along the common line of said 358.536 acre tract, a distance of 2,544.30 feet to a ½ inch capped iron rod found, marked Hinkle Surveying, for the Northeast corner of said 85.00 acre tract, and being the Southeast corner of this tract;

THENCE South 78 degrees 46 minutes 18 seconds West, along the common line of said 85.00 acre tract, a distance of 1,579.70 feet to the **POINT OF BEGINNING**, containing 89.775 acres of land, more or less.



CITY OF
Lockhart
TEXAS

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



Map Legend

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: July 5, 2022

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

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

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

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

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

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

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

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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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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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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
3:15 PM O'CLOCK

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

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

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

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

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

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

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

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

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

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

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

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

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

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

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

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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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SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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

AUG 25 2021

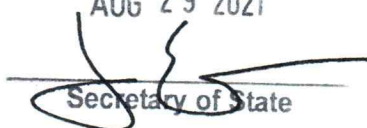


GOVERNOR GREG ABBOTT

August 29, 2021

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

AUG 29 2021


Secretary of State

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

Dear Mr. Deputy Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

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

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

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

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

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



GOVERNOR GREG ABBOTT

October 11, 2021

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

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

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
4:30 PM O'CLOCK

OCT 11 2021

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

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

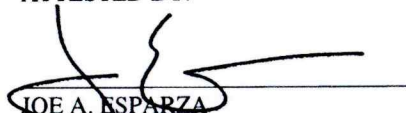
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

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



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

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

OCT 11 2021



Memorandum

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

Mayor and Council,

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

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

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

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

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

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

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



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor

Angie Gonzales-Sanchez, Mayor Pro-Tem

Brad Westmoreland, Councilmember At-Large

Juan Mendoza, Councilmember District 1

David Bryant, Councilmember District 2

Kara McGregor, Councilmember District 3

Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager

Julie Bowermon, Director of Human Resources

Connie Constancio, City Secretary

Travis Hughes, Director of Parks & Recreation

Randy Jenkins, Fire Chief

Mike Kamerlander, Economic Development Director

Sean Kelley, Public Works Director

Pam Larison, Director of Finance

Bobby Leos, Electric Superintendent

Victoria Maranan, Public Information Officer

Bertha Martinez, Director of Library Services

Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve “needs” so we can work on “wants” for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this “start” list

Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- ☒ Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- ☒ Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- ☒ Explore asking the county for grant writer assistance
- ☒ Establish fee schedule for fire plan reviews and inspections
- ☒ Considering increasing existing fees for applications and development fees
- ☒ Develop an Airport Business Plan
- ☒ Research options for additional records storage
- ☒ Transition staff department reports from monthly to quarterly
- ☒ Pursue agenda management process and software
- ☐ Streamline paper processes where possible/evaluate software options
 - Utility billing
 - Applications
 - Council, boards, commissions:
 - Packets
 - Minutes

Goal Development from City Council:

The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts

Progress Reporting

The following icons are used to document progress of the following goals and strategies:

	= Completed
	= On Target or In Progress
	= Not on Target

Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce		
3. Complete updating our development ordinances	 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	

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	City Facilities: Maintenance and repairs

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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	
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees

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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 sqare.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off altenating system, especailly during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with 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

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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.

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

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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

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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	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																																								