PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

July 19, 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. Presentation by PHI Air Medical regarding county-wide participation in the PHI Cares membership program to provide medically necessary emergency air medical transportation to the citizens of Caldwell County. 4-23

B. Discuss minutes of the July 5, 2022 City Council meeting. 24-30

C. Discuss office lease for City Administrative offices and authorize the City Manager to execute the lease agreement. 31-57

D. Discussion regarding the regulation of murals in the City. 58-70

E. Discuss Ordinance No. 2022-34 adopting a Code of Ethics and Anti-Discrimination Policy. 71-80

F. Discussion regarding matters related to COVID-19. 81-103

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. Continue a PUBLIC HEARING on application ZC-22-06 by Curtis Thigpen of Paravel Capital, and discussion and/or action to consider Ordinance 2022-30, 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 6-7-22 104-118

B. Continue a PUBLIC HEARING on application ZC-22-09 by Chris Bancroft on behalf of Alma Ewald, and discussion and/or action to consider Ordinance 2022-31, for a **Zoning Change** from *AO Agricultural--Open Space District* to 18.535 acres *RHD Residential High Density District* and 4.529 acres *CMB Commercial Medium Business District* on 23.064 acres in the Byrd Lockhart League, Abstract No. 17, located at 1650 North Colorado Street (US 183). TABLED 6-7-22 119-135

C. Continue a PUBLIC HEARING on application ZC-22-10 by Chris Bancroft on behalf of Ernest Ewald, Jr., and discussion and/or action to consider Ordinance 2022-32, for a **Zoning Change** from *AO Agricultural--Open Space District* to 12.262 acres *RHD Residential High Density District* and 3.644 acres *CMB Commercial Medium Business District* on 15.906 acres in the Byrd Lockhart League, Abstract No. 17, located at 1724 North Colorado Street (US 183). TABLED 6-7-22 136-152

D. Continue a PUBLIC HEARING on application ZC-22-12 by Jim Meredith on behalf of Robert A. Schmidt, and discussion and/or action to consider Ordinance 2022-33 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 6-7-22 153-167

E. 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. TABLED 7-5-22 168-177

5. DISCUSSION/ACTION ITEMS

A. Discussion and/or action to consider minutes of the July 5, 2022 City Council meeting. 178-184

B. Discussion and/or action to consider an office lease for City Administrative offices and authorize the City Manager to execute the lease agreement. 185-211

C. Discussion and possible action regarding the regulation of murals in the City. 212-224

D. Discussion and possible action regarding Ordinance No. 2022-34 adopting a Code of Ethics and Anti-Discrimination Policy. 225-234

E. Discussion regarding matters related to COVID-19. 235-257

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

- City of Lockhart Third Quarter Fiscal Year 2022 Financial report.
- 3rd Movies in the Park on August 6 - *Jungle Cruise.*
- Candidate filing period for the November 8, 2022 City of Lockhart General Election is July 23 - August 22.
- Library updates.
- Creation of Assistant City Manager position.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.

A. Consultation with City Attorney regarding Code of Ethics.

B. Consultation with City Attorney regarding the regulation of murals.

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 15th day of July, 2022 at 2:50 p.m..

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Presentation by PHI Air Medical regarding county-wide participation in the PHI Cares membership program to provide medically necessary emergency air medical transportation to the citizens of Caldwell County.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The PHI Cares membership program covers the uninsured or uncovered portion of the flight charges incurred by members requiring medically necessary emergency air medical transportation by a PHI aircraft.

Benefits of the program include covering the unpaid portion of your PHI Air Medical services, unlimited transports, no pre-existing conditions limit, on-scene calls and inter-facility transfers, no co-payments, or out-of-pocket expenses.

The proposal covers all the residents of Caldwell County for PHI flights originating from Caldwell County or the adjacent counties of Gonzales, Guadalupe, Hays, Travis, Bastrop, and Fayette. County residents or qualified household dependents who are transported by PHI would contact PHI to initiate the coverage.

The cost of the county-wide program for the City of Lockhart would be $6 for each of the 4,503 households for a total annual cost of $27,018.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: Caldwell County TX Proposal 2022 updated rate, City of Lockhart Presentation, Caldwell County-rate breakdown for interlocal agreement, Frequently Asked Questions 2022 Caldwell County-Wide Agreement final, National Brochure 2022, References 091721

PHI CARES
A SERVICE OF PHI HEALTH

BEYOND THE CALL

June 7, 2022

Judge Hoppy Haden
Caldwell County, TX
110 S Main Street, Room 201
Lockhart, TX 78644

Emergency Air Medical Membership Proposal – Caldwell County, Texas

Introduction: This proposal is made by PHI Air Medical for Caldwell County, Texas, on June 7, 2022, regarding County-wide participation in the PHI Cares membership program. PHI provides medically necessary emergency air medical transportation. A PHI Cares membership covers the uninsured or otherwise uncovered portion of the flight charges which may be incurred by members requiring medically necessary emergency air medical transportation on a PHI aircraft.

Purpose: PHI Air Medical is offering Caldwell County, Texas a special rate to cover all Caldwell County residents through the PHI Cares program in accordance with the terms and conditions set forth below and stated in a defined service agreement entered into between the two parties. All standard terms and conditions of the PHI Cares program shall be applicable to Caldwell County except as otherwise set forth in the service agreement between the two parties. Our standard terms and conditions may be viewed on our website at: www.PHICares.com.

In the event a resident of Caldwell County, Texas, is transported from Caldwell County or an adjacent county by PHI Air Medical, they will not have any out-of-pocket expense for their PHI Air Medical transport. The County membership will cover all out-of-pocket expenses for a resident's PHI Air Medical transport.

Membership Fee: For and in consideration of the services described above, the annual membership fee for **13,744** households and the household dependents of these residents will be **$6.00** per household per year for a total of **$82,464.** This is an annual fee, with no monthly charges, sign-up fees, or additional taxes.

Terms of Proposal: This proposal is valid through **December 31, 2022**. Upon acceptance, it will be replaced by a service agreement. The provision of PHI Cares membership for Caldwell County as outlined in this proposal will be subject to (i) Caldwell County's verbal or written acceptance of this proposal and (ii) PHI Air Medical's receipt and approval of a fully executed service agreement between the two parties.

Thank you for your consideration of this life-saving emergency air medical benefit for the residents of Caldwell County, Texas.

Sincerely,

Brian Coutts

Brian Coutts
Program Director
PHI Cares Membership Program
2800 N. 44th Street
Phoenix, AZ 85008
Office: 602.224.3562 Cell: 480.510.2945
BCoutts@PHIAirMedical.com
www.PHICares.com

*Membership is not an insurance product and does not pay for services provided by any ground ambulance provider or any other transport provider. Membership and renewal fees are subject to change.

{N1534372 -}

PHI CARES
National Air Membership Program

A service of PHI Air Medical

PHI Cares Membership Program Overview

City of Lockhart

July 2022

GOOD FOR THE HEALTH OF YOUR COMMUNITY

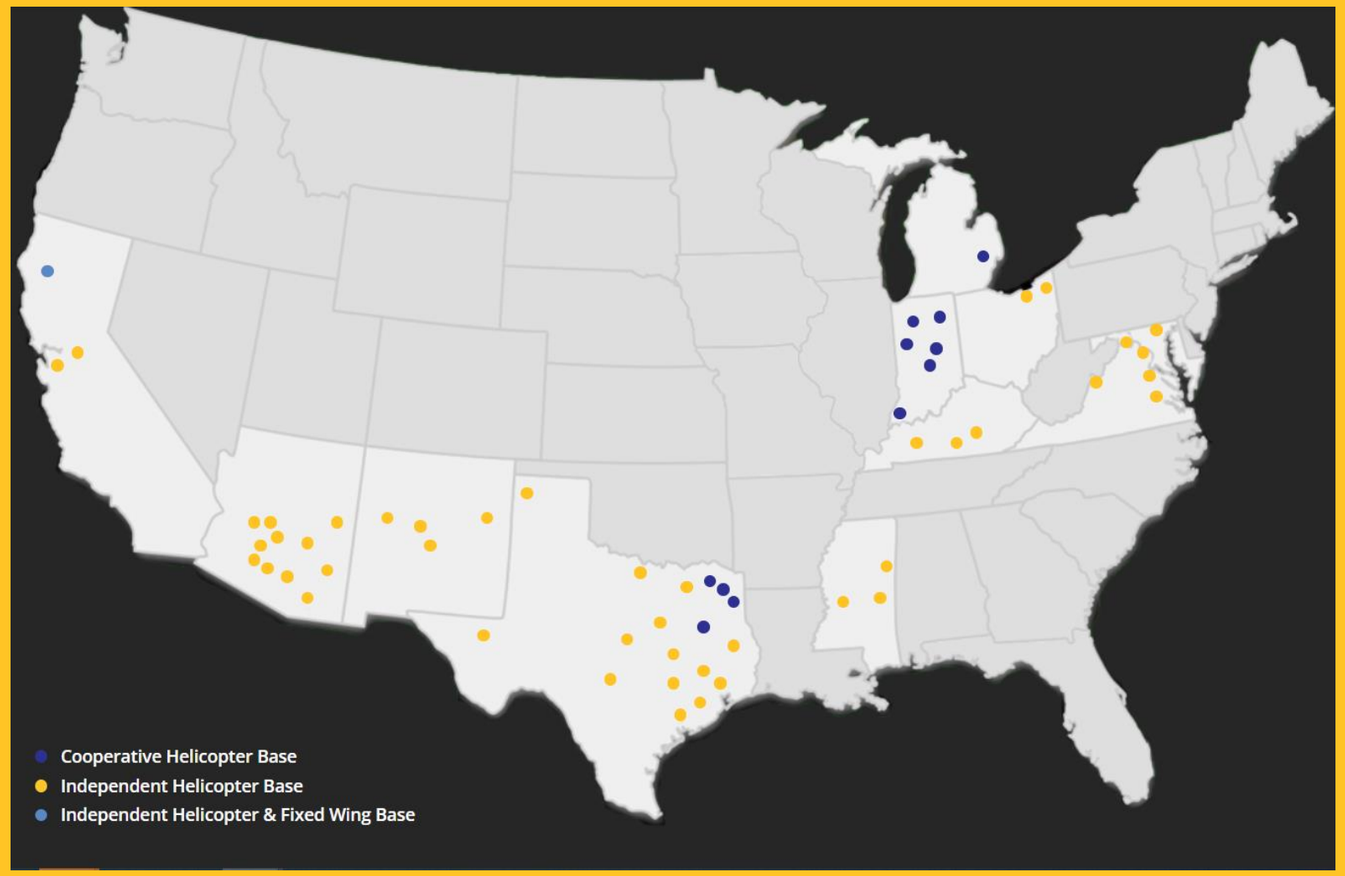
- PHI operates over 60 air medical bases across the nation.
- Each of our bases are staffed 365/24/7 by highly trained and experienced medical and aviation professionals.
- Our aircraft and crews provide life-saving emergency medical transport services.
- We offer individuals, groups and communities a membership benefits program called “PHI Cares” which shields them from any financial burdens, including co-pays, deductibles and any out-of-pocket expenses.

Texas Base Locations

Each base has a service range of approximately 200 NM

- Conroe
- Lufkin
- Ellington Field
- Richmond
- Bryan
- Columbus
- Corsicana
- Wills Point
- Pecos
- Cedar Creek
- Victoria
- Temple
- Palestine
- Dalhart
- Denton
- Longview
- McKinney
- Mt. Pleasant

PHI Cares National Service Areas



Please visit our website for a current list of medical bases and terms and conditions: www.PHICares.com

Our People

- Each base is staffed with Pilots, Mechanics, Flight Nurses and Paramedics.
- Our employees are highly trained and experienced medical and aviation professionals.
- Our employees are your neighbors and part of your local community.
- We provide training and education for local EMS, Hospitals and Medical staff.

Industry Overview

- Over 550,000 + air ambulance flights every year
- 1 flight every minute
- Demand for emergency air medical transports continue to grow
- Many health insurance policies have very high deductibles and co-insurance and provide limited benefits for medical transports

PHI Cares Program Benefits

Covers the unpaid portion of your PHI Air Medical services

No co-payments, co-insurance, deductibles or out-of-pocket expenses for your PHI flights

Unlimited transports

Unlimited financial coverage for PHI flights

Members can use their benefits for scene calls or Inter-Facility hospital transfers (the hospital will contact us)

No restrictions for pre-existing conditions apply

County-wide Membership Program

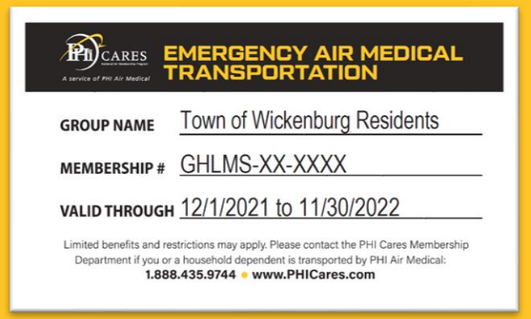
- Provides membership benefits for all residents of Caldwell County for flights originating from Caldwell County and any adjacent county (not National Coverage).
    - Caldwell, Gonzales, Guadalupe, Hays, Travis, Bastrop, Fayette
- Residents can “upgrade” their county coverage to national benefit coverage for an additional $45.00 per year by contacting the PHI Cares membership office.
- Based on US Census Data, there are 13,744 households in Caldwell County.
- The cost for limited benefit coverage would be $6.00 per household or $82,464 per year.
- The City of Lockhart would be responsible for $27,018 per year which provides coverage to their 4,503 Households.
- The program does not provide benefits for non-residents of Caldwell County.
- County residents who are transported by PHI would be required to contact PHI if they or a qualified household dependent are transported by PHI Air Medical.

Limited Coverage Membership

PHI will help communicate the new county-wide air medical benefits to residents through a press release, graphics and digital flyers provided to the county, cities and local press.

PHI will continue to coordinate meetings with local EMS to provide training and establish safe landing zones.

PHI will provide Caldwell County with membership cards for residents to pick up at designated locations.


PHI CARES
A service of PHI Air Medical
EMERGENCY AIR MEDICAL TRANSPORTATION
GROUP NAME Town of Wickenburg Residents
MEMBERSHIP # GHLMS-XX-XXXX
VALID THROUGH 12/1/2021 to 11/30/2022
Limited benefits and restrictions may apply. Please contact the PHI Cares Membership Department if you or a household dependent is transported by PHI Air Medical:
1.888.435.9744 • www.PHICares.com

IN AN EMERGENCY CALL 911
INTER-FACILITY TRANSFERS
If a higher level of care is necessary, advise the medical staff you are a PHI Cares member and ask them to request PHI Air Medical. The medical staff will contact PHI and arrange the transport.
FOR MEDICAL STAFF USE ONLY
1.877.435.9744

Community Partners

PHI CARES

GOOD FOR THE HEALTH OF YOUR COMMUNITY

Caldwell County
$6.00 per household
13, 744 Total Households
Total cost: $82,464.00 per year

	Household Count (per census)	Cost/ year
Lockhart	4,503 Households	$27,018.00
Luling	2,070 Households	$12,420.00
Martindale	407 Households	$2,442.00
Unincorporated Caldwell County	6,764 Households	$40,584.00
Unincorporated Caldwell County/ Martindale	7,171 Households	$43,026.00

The PHI Air Medical / PHI Cares Program Overview

Caldwell County, Texas 2022

What is the Caldwell County PHI Cares program?

The PHI Cares program protects Caldwell County residents from the out-of-pocket cost for a PHI Air Medical transport. The benefits eliminate the co-payments, deductibles, and out-of-pocket expenses should a Caldwell County resident be transported by a PHI Air Medical aircraft - or one of PHI's cooperative service partners - within the defined PHI Cares service area (Caldwell, Gonzales, Guadalupe, Hays, Travis or Fayette Counties). Caldwell County residents will not owe any additional payment beyond what is collected from the resident's medical insurance provider or third-party payer. However, transport must be medically necessary or for a higher level of care.

Residents may purchase an upgraded PHI Cares membership, which will provide expanded benefits from all PHI Cares flight bases across the nation. The cost to upgrade from Caldwell County benefits to nationwide benefits will be $45.00 per year for each household. If you wish to purchase an upgrade, residents should call PHI Cares at 1.888.435.9755 (1.888. I Fly PHI) and let them know you're a Caldwell County resident and wish to upgrade your county benefits to national benefit coverage.

PHI Air Medical currently has 62 flight bases from coast-to-coast. Caldwell County residents can visit the PHI Cares website to review their flight base locations at www.phicares.com

How long is the PHI Cares program valid?

The Caldwell County PHI Cares benefits are valid for one (1) year after the service agreement has been signed.

How do first-responders or medical providers know that a resident is covered by the PHI Cares program?

PHI Air Medical works closely with fire departments, ground ambulance providers, law enforcement agencies, medical facilities, and physicians to inform them of their county-wide agreements.

Caldwell County will receive a supply of PHI Cares membership cards. Caldwell County residents should always notify the 911 operator, hospital or medical facility or if possible, first responders, they are a PHI Cares member. However, there is no guarantee PHI Air Medical can or will be available to respond to every request from Caldwell County**.**

When a Caldwell County resident is flown by PHI Air Medical, they will verify the patient has a valid Caldwell County address and is a resident of Caldwell County.

Is PHI Air Medical, or one of PHI's partner aircraft guaranteed to be available when requested for transport?

PHI Air Medical has flight crews and aircraft available 24 hours a day, 7 days a week. In Caldwell County, the local flight base is located in Cedar Creek. PHI also has additional aircraft located in Columbus, Texas and Victoria, Texas. PHI has a total of 18 flight bases in Texas. While PHI Air Medical will make every effort to respond to a request for an air medical transport, several factors including, adverse weather, the aircraft may be already in use at the time of the request, or necessary aircraft maintenance may prevent PHI Air Medical from responding to a request for an air medical transport. PHI Air Medical cannot guarantee that their aircraft will always be available when a request for transport is received.

Will the Caldwell County PHI Cares agreement cover the bill if a resident was transported by another air ambulance provider?

The program does not cover charges from any other service providers (ground or air).

What should a resident do if they are transported by PHI Air Medical?

Residents should notify the PHI Cares department if an eligible household member is transported by PHI Air Medical, or one of our service partners, as soon as possible at 1.888.435.9755 (I.888. I Fly PHI) M-F 8:00am to 4:00pm MST.

Who should I call if we need emergency medical care?

Always call 911. The 911 dispatcher will determine the best response for your emergency.

If we are transported by a ground ambulance to a hospital and the doctor requests the patient be transport to a higher level of care, will our Caldwell County benefits apply?

Caldwell County residents should always inform the attending doctor or facility they have PHI Cares benefits. The facility should contact PHI Air Medical and if their aircraft is available, and within the service area, PHI Air Medical will dispatch an aircraft to transport the patient to the new facility. The resident will have no out-of-pocket expenses for their PHI Air Medical flight as long as the flight originates within the service area of the contract. For those residents purchasing a National membership upgrade, the transfer must be within the service range of the PHI Air Medical aircraft, typically 150 to 200 nautical miles.

What level of care can PHI Air Medical provide?

Each PHI Air Medical aircraft is staffed with a highly trained and experienced Flight Nurse and a Flight Paramedic. The aircraft are equipped with life-saving medical equipment and medicines which can be administered at the scene and in-flight. All PHI Air Medical aircraft carry whole blood or plasma.

GENERAL TERMS & CONDITIONS

PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically-configured aircraft. The PHI Cares membership program is not an insurance product.

A Member who receives a medically-necessary transport through the PHI Cares program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third-party payor, or a third party who may be legally responsible for the charges.

Medicaid participants are not eligible for membership in the PHI Cares program.

Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, or other reasons that make the PHI aircraft unavailable to respond to a request. Passenger weights and other operating restrictions may limit our ability to transport a Member.

PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or ground ambulance services provider.

Membership will also cover medically-necessary transports on PHI's partners' aircraft if such transports occur within PHI's service areas.

It is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department, Monday – Friday, 8:00 am to 4:00 pm (MST) at **1.888.I FLY PHI (1.888.435.9744).**

Please visit our website at www.PHICares.com to view all of the terms and conditions of the PHI Cares program.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions.

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https://www.PHICares.com

PHI CARES
A SERVICE OF PHI HEALTH

From Coast to Coast, the PHI Cares membership program has you covered. For more details, please visit www.PHICares.com.

Join online today!

WE'VE GOT YOU COVERED.

PHI CARES
A SERVICE OF PHI HEALTH

NATIONAL MEMBERSHIP ENROLLMENT FORM

To enroll on-line: WWW.PHICARES.COM

PHI CARES
A SERVICE OF PHI HEALTH

STEP 1 Individual or Head of Household Information (Please print clearly)

Referred By: _____ Group Name If Applicable: _____

First Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Alt. Phone: _____

E-Mail Address: _____ How did you hear about us? _____

Date of Birth: ____/____/____ (month day year) Do you currently have medical insurance? ☐ Yes ☐ No

STEP 2 List Additional Household Members (other than yourself)

1. First Name: _____ Last Name: _____
   Date of Birth: ____/____/____ (month day year) Does this member have medical insurance? ☐ Yes ☐ No
2. First Name: _____ Last Name: _____
   Date of Birth: ____/____/____ (month day year) Does this member have medical insurance? ☐ Yes ☐ No
3. First Name: _____ Last Name: _____
   Date of Birth: ____/____/____ (month day year) Does this member have medical insurance? ☐ Yes ☐ No

STEP 3 Annual Membership Fees

1-Year Individual Membership
- ☐ $40 per Individual with Medical Insurance
- ☐ $100 per Individual without Medical Insurance

1-Year Household Membership
- ☐ $60 per Household with Medical Insurance
- ☐ $100 per Household without Medical Insurance

3-Year Household Membership
- ☐ $150 per Household with Medical Insurance
- ☐ $300 Per Household without Medical Insurance

5-Year Household Membership
- ☐ $250 per Household with Medical Insurance
- ☐ $500 per Household without Medical Insurance

Payment Options

☐ Check or Money Order. Make payable to: PHI Cares

☐ Visa ☐ MC ☐ Amex ☐ Discover

Credit Card No. _____

Expiration Date _____

X _____ Signature _____ Date

Membership Agreement

All information included in this application is correct to the best of my knowledge, including all health insurance information. If this insurance is not in place at the time air medical services are rendered, my PHI Cares membership is considered null and void. **THIS IS NOT AN INSURANCE POLICY.** Membership is valid for the selected term beginning five (5) days after your completed application and non-refundable payment are received and processed by the membership office. These terms also apply to renewing members that are more than thirty (30) days past their renewal date.

X _____ Signature _____ Date

PHI Cares Office Use Only

Base Code

2022

JOIN THE NATIONAL AIR AMBULANCE MEMBERSHIP PROGRAM THAT GIVES YOU PEACE OF MIND: PHI CARES.

While none of us ever expects to be in a situation where we or a loved one will need to be transported by an air ambulance, the reality is it could and does happen. Seconds can make all the difference during a stroke, heart attack, serious car accident, or other trauma. The last thing you should be concerned with during such an emergency is air transportation costs. That's why it is comforting to know PHI Air Medical was the first air ambulance company to be recognized with the Vision Zero Aviation Safety Award. As a member, when transported by PHI Air Medical or one of our cooperative service partners, you will never have any out-of-pocket expenses for medically-necessary transports; PHI Air Medical will work with your insurance provider and accept the insurance payment as "payment-in-full" for any medically-necessary transport – from one medical facility to another medical facility, or from the scene of an emergency.

Please visit **www.PHICares.com** to obtain more information on our current cooperative service partners.

HOW DOES IT WORK?

A call to 911 is the first step to take in any emergency. The professionals at PHI Air Medical work in cooperation with your local emergency responders. The 911 dispatchers are trained to gather specific information about the medical emergency from the caller and determine what type of medical transportation is best for the situation. If the 911 dispatcher determines the patient requires an air medical transport, they will request an air ambulance. PHI Air Medical specialists are on duty 24 hours a day, 365 days a year, to respond to medical emergencies. Your membership with PHI Cares will help ensure you and your household dependents are covered when you are transported by PHI Air Medical.

Inter-facility transfers

There are times when your doctor may recommend you or your loved one needs to be moved for a higher level of medical care. We will work with your physician and healthcare provider to make sure you reach a specialized care facility as quickly as possible. PHI Air Medical will facilitate all aspects of the inter-facility hospital transport.

WHY PHI CARES?

Professionalism and stability

Joining our expanding community of over 40,000 households means you are receiving competencies in all aspects of patient care including cardiac specialties, EMS, ER, high-risk OB, NICU, pediatrics, respiratory therapy, and trauma.

Affordability

For just pennies per day, you can have the peace of mind in knowing you and your loved ones are covered in the event of an emergency. We will work with your insurance provider to make sure there are no outstanding out-of-pocket costs to you..

Making a difference in our communities

By becoming a member of PHI Cares, you will help ensure this vital, life-saving resource remains a viable service to your friends and neighbors. Your membership also helps to purchase equipment and medical supplies for the aircraft, helping to support the air medical resources in your local community.

TYPES OF MEMBERSHIPS AVAILABLE

Household membership

A household is considered to include all immediate family members and up to three (3) non-family members who reside in the same household on a full-time basis.

Group/Corporate membership

PHI Cares offers discounted rates for businesses and community groups throughout the country.

HOW DO I JOIN?

Enroll online at **www.PHICares.com** or simply fill out the attached enrollment form and mail it to:

PHI Health, LLC
P.O. Box 676189
Dallas, TX 75267-6189

If you have any questions, call us toll free, Monday - Friday, 8:00 am to 4:00 pm (MST) at **1.888.I FLY PHI (1.888.435.9744)** or send a message to **Membership@PHIAirMedical.com.**

References

Milam County, Texas
Steve Young
Milam County Judge
(254) 697-7000
syoung@milamcounty.net

Gonzales County, Texas
Eddie Callender
Executive Director- Gonzales County Emergency Services District #1
(830) 672-4949
executive.director@gonzalescoesd1.org

The City of Bastrop, Texas
Connie Schroeder
Mayor
(512) 718-7843
cschroeder@cityofbastrop.org

REGULAR MEETING
LOCKHART CITY COUNCIL JULY 5, 2022 6:30 P.M.

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

Council present:
Mayor Lew White
Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Derrick David Bryant
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Councilmember Brad Westmoreland

Council absent:
Councilmember Kara McGregor

Staff present:
Connie Constancio, City Secretary
Monte Akers, City Attorney
Victoria Maranan, Public Information Officer
Travis Hughes, Parks Director
Dan Gibson, City Planner
Mike Kamerlander, Economic Development Dir.
Sean Kelley, Public Works Director
Alexis Flores, Economic Development Specialist
Ernest Pedraza, Police Chief

Citizens/Visitors Addressing the Council: Bryan Baynton of Titan Development; Tyler Alley of RCM Acquisitions; and Dan Ross of Red Oak Development.

Work Session 6:30 p.m.
Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

A. DISCUSS CITY COUNCIL MINUTES OF THE JUNE 7, 2022, JUNE 14, 2022 AND JUNE 15, 2022 MEETINGS.
Mayor White requested corrections to the minutes. There were none.

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).
Mayor White announced that the item would be postponed to the August 16, 2022 Council meeting.

C. DISCUSS RENEWAL OF THE LOCKHART YOUTH SOCCER ASSOCIATION (LYSA) CONTRACT, AS RECOMMENDED BY THE PARKS ADVISORY BOARD.
Mr. Hughes stated that 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 in Lockhart 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 to recommend renewal. Mr. Hughes recommended approval. There was discussion.

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.

Ms. Constancio stated that 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. Ms. Constancio recommended approval. There was discussion.

E. DISCUSS PROPERTY SALE AGREEMENT FOR 31.485 ACRES IN LOCKHART INDUSTRIAL PARK III WITH TITAN DEVELOPMENT.

Mr. Kamerlander stated that the land purchase agreement is 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. The Lockhart Economic Development Corporation (LEDC) is currently under contract on 13.6 acres of land in Lockhart Industrial Park III with Titan on 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 three 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 Lockhart is a condition of closing.

Bryan Baynton of Titan Development provided details about the project.

F. DISCUSS PROPERTY SALE AGREEMENT FOR 5.352 ACRES IN LOCKHART INDUSTRIAL PARK III WITH RCM ACQUISITIONS, LLC.

Mr. Kamerlander stated that the attached property sale agreement is for 5.352 acres in Lockhart's new industrial park. The parcel is Block B, Lot 2 of the industrial park. RCM proposes construction of 50,000-100,000 square feet 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 Economic Development Corporation (EDC) board is working with them to develop office space. RCM is familiar with the region and very comfortable working with EDCs.

Property sale agreement Details:

1. $2.75/square foot 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.

Tyler Alley of RCM Acquisitions provided information regarding the development of the industrial project. There was discussion.

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.

Mr. Kelley stated that 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. Signs will be posted indicating truck routes 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 Texas Department of Transportation (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.
- 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.

Mr. Kelley stated that 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 signage for the project.

Mr. Kelley provided details about the vehicles that will be prohibited from driving in the downtown area on Highway 142.

There was discussion regarding enforcement. There would be a 30-day grace period followed by warnings prior to issuing citations.

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.

Mr. Gibson stated that 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. He provided brief details about the petition for annexation with associated exhibits. If the resolution is adopted, a public hearing for adoption of the annexation ordinance will be scheduled for the August 2, 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.

Dan Ross of Red Oak Development Group stated that they have been working on residential development in Caldwell County, surrounding cities and now within the City of Lockhart. He stated that they develop subdivisions with homes averaging $350,000. He provided details about several projects that they are working on within Caldwell County.

I. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.
Mayor White encouraged everyone to stay safe and to get vaccinated.

RECESS: Mayor White announced that the Council would recess for a break at 7:15 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.
Mayor Lew White called the meeting to order at 7:30 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE
Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.
Mayor White requested citizens to address the Council. There were none.

ITEM 4-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.*
Mayor White announced that Councilmember McGregor requested that the item be tabled for consideration during the July 19, 2022 Council meeting.

Councilmember Mendoza made a motion to postpone the public hearing until the July 19, 2022 Council meeting. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-0.

ITEM 5. CONSENT AGENDA.
Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5A, 5B and 5C. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:
5A: Approve City Council minutes of the June 7, 2022, June 14, 2022 and June 15, 2022 meetings.
5B: 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).
5C: Approve renewal of the Lockhart Youth Soccer Association (LYSA) contract, as recommended by the Parks Advisory Board.

ITEM 6-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.

Councilmember Bryant made a motion to approve Ordinance 2022-27, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING A PROPERTY SALE AGREEMENT FOR 31.485 ACRES IN LOCKHART INDUSTRIAL PARK III WITH TITAN DEVELOPMENT.

Councilmember Michelson made a motion to approve a property sale agreement for 31.485 acres in the Lockhart Industrial Park III with Titan Development, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-0.

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING A PROPERTY SALE AGREEMENT FOR 5.352 ACRES IN LOCKHART INDUSTRIAL PARK III WITH RCM ACQUISITIONS, LLC.

Mayor Pro-Tem Sanchez made a motion to approve a property sale agreement for 5.352 acres in the Lockhart Industrial Park III with RMC Acquisitions, LLC, as presented. Councilmember Michelson seconded. The motion passed by a vote of 6-0.

ITEM 6-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.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-28, as presented. Councilmember Bryant seconded. The motion passed by a vote of 6-0.

ITEM 6-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.

Councilmember Michelson made a motion to approve Resolution 2022-28, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

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

There was no discussion.

ITEM 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.

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

Councilmember Mendoza invited council to a Hog Wild Government Educational seminar on July 29th in San Antonio hosted by Rampage Law Firm. He thanked the Lockhart Chamber for a successful 4th of July fireworks extravaganza. He enjoyed the informative TML Region 10 meeting that he attended last week. He expressed condolences to the family of Rathers Asberry, Jr. for their loss.

Mayor Pro-Tem Sanchez expressed condolences to the families of Guadalupe Eureste Fernandez, Manuel Castillo, Gilbert Perez, Primitivo "Primo" Moreno, Christal "Cookey" Eckford, and Rathers Asberry, Jr. for their loss. She thanked the Lockhart Chamber of Commerce for a successful 4th of July fireworks extravaganza and to the Abundant Church and the VFW for also sponsoring fireworks shows.

Councilmember Bryant thanked the entities that sponsored fireworks shows in the community. He thanked the Library staff for their summer events and to the Parks Department for resurfacing the Splash Pad and for maintaining city parks.

Mayor White wished everyone a safe summer. There was brief discussion regarding the summer fan program. He expressed get well wishes to Mr. and Mrs. Lewis and Councilmember McGregor.

Councilmember Mendoza announced that the Library would be celebrating their 100th Anniversary on July 6th where cake will be served at 2:00 p.m.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 7:46 p.m.

PASSED and APPROVED this the 19th 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 19, 2022

AGENDA ITEM CAPTION: Discuss office lease for City Administrative offices and authorize the City Manager to execute the lease agreement.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On April 9, 2022, the City Council held a Strategic Goals Retreat to discuss their vision for the upcoming fiscal year. One major concern was the lack of space due to the continued growth of the city.

#1 Goal – City Facilities

- Begin plans to replace/update City Hall, Police/Fire/Training facilities, Maintenance/City barn, and Utilities.
- Lease additional space at the EDC Building.
- Conduct a facilities space study.

After the retreat, staff contacted the leasing agent for the LEDC building and discussed additional office space. This option will allow for renovations to be performed to City Hall, (built circa 1963) Utility Customer/Billing Services and provide easier access to the Community Planning and Development and the Building Inspection Department.

The office space located at 105 S. Colorado St. contains 4,906 square feet. The term would be for 60 months, beginning August 1, 2022. Annual base rent would begin at $13/sq ft and increase by 4% annually. The City would be responsible for all utilities and the Landlord will be obligated to provide HVAC services. The City will maintain a public liability insurance policy in a minimum amount of $2,000,000. Repair and maintenance responsibilities are listed individually in the attached lease agreement (see Section 15.C). The Landlord has agreed to improvements not to exceed $5,000. Off-street parking located on the northside of building is dedicated to city uses.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required: $63,778
Account Number: 100-5105-214-00
Funds Available: $65,000
Account Name: Rents and Leases

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable): This lease expense has been included in the budget for Fiscal Year 2022-2023 as presented to City Council.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request the approval of this item.

LIST OF SUPPORTING DOCUMENTS: Lockhart_Office_Lease_Agreement

TEXAS REALTORS

COMMERCIAL LEASE

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ADDENDA & EXHIBITS *(check all that apply)*

- [ ] Exhibit _____
- [ ] Exhibit _____
- [ ] Commercial Lease Addendum for Broker's Fee (TXR-2102)
- [X] Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- [X] Commercial Lease Addendum for Extension Option (TXR-2104)
- [ ] Commercial Lease Addendum for Percentage Rent (TXR-2106)
- [ ] Commercial Lease Addendum for Parking (TXR-2107)
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- [ ] Commercial Lease Addendum for Right of First Refusal (TXR-2105)
- [ ] Commercial Lease Addendum for Optional Space (TXR-2110)
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- [ ] Commercial Lease Addendum for Contingencies (TXR-2119)
- [ ] _____
- [ ] _____
- [ ] _____
- [X] Information About Brokerage Services (TXR-2501)

Texas Realty Partners, LLC 1101 E. 8th St. Austin, TX 78702 Phone: 5126568521 Fax: . City of Lockha
Loren Kirkpatrick
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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: **Grain and Seed, LLC** ; and

Tenant: **City of Lockhart** .

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements *(Check only one box)*:

[X] (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately **4,906** square feet of rentable area in **105 S. Colorado, Lockhart, Texas 78644** *(project name)* at **105 S. Colorado (4,906 SF)** *(address)* in **Lockhart** *(city)*, **Caldwell** *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows: **O.T. LOCKHART, BLOCK 17, LOT PT 5&6** .

[ ] (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: _____ *(address)* in _____ *(city)*, _____ *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows: _____.

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [X] will [ ] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is **60** months and _____ days, commencing on: **08/01/2022** (Commencement Date) and ending on **07/31/2027** (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot *(optional)*		Base Monthly
From	To	$ Monthly Rate	$ Annual Rate	Rent $
08/01/2022	07/31/2023	/ rsf / month	13.00 / rsf / year	5,314.83
08/01/2023	07/31/2024	/ rsf / month	13.52 / rsf / year	5,527.43
08/01/2024	07/31/2025	/ rsf / month	14.06 / rsf / year	5,748.52
08/01/2025	07/31/2026	/ rsf / month	14.62 / rsf / year	5,978.46
08/01/2026	07/31/2027	/ rsf / month	15.21 / rsf / year	6,217.60

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached *(Check all that apply.)*:

[X] (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
[ ] (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
[ ] (3) Commercial Lease Addendum for Parking (TXR-2107)
[ ] (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before August 1, 2022 _____ .

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Grain and Seed, LLC
Address: 8808 Taylor Rd.
Austin, Texas 78733

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $ 30.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $ 6,000.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water	☐	☐	X
(2) Sewer	☐	☐	X
(3) Electric	☐	☐	X
(4) Gas	☐	☐	X
(5) Telephone	☐	☐	X
(6) Internet	☐	☐	X
(7) Cable	☐	☐	X
(8) Trash	☐	☐	X
(9) _____	☐	☐	☐
(10) All other utilities	☐	☐	☐

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.**

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

[X] (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

[ ] (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

[ ] (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
[ ] (a) $1,000,000; or
[X] (b) $2,000,000.
If neither box is checked the minimum amount will be $1,000,000.
(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
[ ] (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: General Office _____.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: _____.

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
(1) any activity which is a nuisance or is offensive, noisy, or dangerous;
(2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
(4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
(5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
(6) the permanent or temporary storage of any hazardous material; or
(7) _____.

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last 120 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

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emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components		X	
(2) Glass and windows		X	
(3) Fire protection equipment		X	
(4) Fire sprinkler systems	X		
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware		X	
(6) Grounds maintenance, including landscaping and irrigation systems			X
(7) Interior doors, including closure devices, frames, molding, locks, and hardware			X
(8) Parking areas and walks		X	
(9) Plumbing systems, drainage systems and sump pumps		X	
(10) Electrical systems, mechanical systems		X	
(11) Ballast and lamp replacement			X
(12) Heating, Ventilation and Air Conditioning (HVAC) systems		X	
(13) HVAC system replacement		X	
(14) Signs and lighting:			
(a) Pylon			X
(b) Facia			X
(c) Monument			X
(d) Door/Suite			X
(e) Other: Exterior Signage on Building along Colorado (35 SF total)			X
(15) Extermination and pest control, excluding wood-destroying insects.		X	
(16) Fences and Gates	X		
(17) Storage yards and storage buildings	X		
(18) Wood-destroying insect treatment and repairs		X	
(19) Cranes and related systems	X		
(20)			
(21)			
(22) All other items and systems.		X	

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant [X] is [ ] is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

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A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
(1) any lost rent;
(2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
(3) repairs to the leased premises for use beyond normal wear and tear;
(4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
(5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
(6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
(7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
(8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
(9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

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health or safety of an ordinary person, except: _____

_____.

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker:	**Cooperating Broker:**
Texas Realty Partners, LLC	N/A
Agent: E. Loren Kirkpatrick	Agent:
Address: 248 Addie Roy Rd., B 302 Austin, Texas 78746	Address:
Phone & Fax: (512)656-8521	Phone & Fax:
E-mail: loren@trpaustin.com	E-mail:
License No.: 437697	License No.:

Principal Broker: *(Check only one box)*
- [X] represents Landlord only.
- [ ] represents Tenant only.
- [ ] is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

[X] (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- [X] (a) a separate written commission agreement between Principal Broker and:
  [X] Landlord [ ] Tenant.
- [ ] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

[ ] (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- [ ] (a) a separate written commission agreement between Cooperating Broker and:
  [ ] Principal Broker [ ] Landlord [ ] Tenant.
- [ ] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Grain and Seed, LLC
Address: 8808 Taylor Rd. Austin, Texas 78733

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Phone: (443)690-6454 Fax: _____
and a copy to: _____
Address: _____
Phone: _____ Fax: _____
[X] Landlord also consents to receive notices by e-mail at: grainandseed@gmail.com

Tenant at the leased premises,
and a copy to: City of Lockhart
Address: P.O. Box 239, Lockhart, TX 78644
Phone: (512) 376-0856 Fax: _____
[X] Tenant also consents to receive notices by e-mail at: slewis@lockhart-tx.org, plarison@lockhart-tx.org

35. SPECIAL PROVISIONS:

See Special Provisions Addendum attached.

36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

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G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Grain and Seed, LLC

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Tenant: City of Lockhart

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

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TEXAS REALTORS

COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

(1) *"Tenant's pro rata share"* is 78.320 %.

(2) *"CAM"* means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.

(3) *"Insurance"* means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.

(4) *"Taxes"* means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

(5) *"Structural"* means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:
Note: "CAM" does not include taxes and insurance costs.

☐ (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____.

☐ (2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed $ _____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____.

☒ (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☒ taxes; ☒ insurance; ☒ CAM; ☐ structural; and ☐ _____.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

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Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is **6,264.2** rentable square feet (including any add on factor for common areas).

Projected Expenses	
$ Monthly Rate	$ Annual Rate
/ rsf / month	**3.55** / rsf / year

D. Reconciliation: Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. Special Provisions:

See Special Provisions Addendum attached.

Landlord: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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TEXAS REALTORS

COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

A. At Tenant's option, Tenant may extend the term of above-referenced lease for 1 additional term(s) of 60 months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.

B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 120 days before the end of the then current term of the lease.

C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.

D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:
(Check (1), (2) or (3) only.)

☐ (1)

Dates		Rate per rentable square foot *(optional)*		Base Monthly Rent $
From	To	$ Monthly Rate	$ Annual Rate	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	

☐ (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.

☒ (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.

E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

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party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:
Provisions (D)(3): Landlord will provide a 5% discount to the agreed "prevailing rental rate" at the time of the exercise of the Extension of Term.

Landlord: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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COMMERCIAL LEASE CONSTRUCTION ADDENDUM
(Landlord to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. On or before August 15, 2022, Landlord will substantially complete the improvements to the leased premises as described below.

☐ (1) Landlord will complete the following improvements:

☒ (2) On or before June 15, 2022, Tenant will specify in a separate written notice to Landlord the improvements that Tenant desires Landlord to complete. If Landlord objects to any desired improvement, Tenant will promptly amend Tenant's notice to comply with Landlord's objections. Landlord will not unreasonably object to Tenant's desired improvements.

B. On or before July 1, 2022, Landlord will notify Tenant of the total cost to complete the improvements described in Paragraph A, including but not limited to costs of construction, permits, and plans. The total cost to complete the improvements may not exceed $5,000.00 (maximum cost). Landlord will pay 100% of the cost to complete the improvements and Tenant will pay the remainder. If the total cost to complete the improvements exceeds the maximum cost, the lease will terminate and have no further effect unless a party notifies the other party within 10 days after Landlord notifies Tenant of the cost to complete the improvements that it will pay the excess.

C. Unless otherwise agreed by the parties in writing, any amount required to be paid by Tenant under this addendum must be paid by Tenant to Landlord before construction of the improvements commences.

D. All construction required by this addendum will be performed by trained and qualified persons in a good workman-like manner and will comply with applicable building codes, local ordinances, governmental regulations, and statutes (e.g., ADA, Architectural Barriers). Landlord will obtain any required certificate of occupancy.

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E. Tenant may, at reasonable times during construction, inspect the construction of the improvements. Tenant may object to any deficiencies in the completion of the improvements by providing specific written notice to Landlord and Landlord will promptly cure the deficiencies. Upon completion of the improvements, Tenant will acknowledge in writing that the improvements have been completed and that Tenant accepts the leased premises for the purposes of the lease *(the Commercial Lease Acceptance Form (TXR-2113) may be used).*

F. Paragraph 3B of the lease governs any delay in the commencement of the lease or occupancy by Tenant caused by the construction of the improvements.

G. Special Provisions:

Landlord: _____

_____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

_____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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COMMERCIAL LEASE CONSTRUCTION ADDENDUM
(Tenant to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. Execution and License to Enter: This addendum is executed as a part of the above-referenced lease. Landlord authorizes Tenant to construct the improvements described in this addendum provided that Tenant complies with all of the terms of this addendum. In the event the term of the lease has not yet commenced, Landlord grants Tenant a license to enter into the Property and the leased premises effective 06/10/2022 for the purposes of constructing the improvements described under this addendum. This license is made under all the terms and provisions in the lease, except as to the covenant to pay rent.

B. Construction Costs: Tenant will pay the full cost to construct the improvements that Tenant is to construct under this addendum, including but not limited to the cost of material, engineering studies, environmental studies, contractors, permits, plans, architects, inspectors, subcontractors, and materialmen. Not later than 10 days after the construction is complete and Tenant has satisfied all of Tenant's obligations under this addendum, Landlord will reimburse Tenant the cost to construct the improvements in an amount that does not exceed $5,000.

C. Approval of Plans:

(1) Not later than July 15, 2022, Tenant will submit to Landlord plans and specifications detailing the improvements Tenant desires to complete to the leased premises. The plans must detail all architectural, mechanical, electrical, and plumbing requirements for the improvements and must describe the proposed improvements along with the materials to be used and the interior floor plan of the leased premises. The plans must be drawn by a licensed professional architect in accordance with generally accepted architectural standards or by another person approved by Landlord and must be sufficient for a contractor to use to construct the desired improvements.

(2) Within 5 days after Landlord receives the plans in accordance with Paragraph C(1), Landlord will notify Tenant whether the plans are "approved" or "disapproved" by marking such on the plans and delivering the plans back to Tenant. Landlord will not unreasonably withhold approval of the plans. If Landlord does not notify Tenant of a disapproval within the time specified, the plans will be deemed approved.

(3) If the plans are disapproved, Landlord will detail the reasons for the disapproval either on the plans or in a separate notice to Tenant. If the plans are disapproved, Tenant will, within 10 days after receipt of the disapproval notice from Landlord, submit amended plans to Landlord that incorporate revisions necessary to satisfy Landlord's reasons for the disapproval. Landlord will not unreasonably withhold approval of any amended plans. If Tenant is unable or unwilling to satisfy Landlord's reasons for disapproval by August 15, 2022, and:

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(a) if this addendum is executed after the lease commenced, then Tenant will not construct the improvements and this Addendum will have no further effect; or
(b) if this addendum is executed before the lease commences the lease will terminate and Landlord will refund any security deposit and advanced rent paid by Tenant.

(4) "Final plans" means the plans that Landlord approves under this Paragraph C.

D. Change Orders: Tenant must obtain Landlord's advanced written approval of any proposed changes to the final plans. Landlord will approve or disapprove any proposed change within 15 days after Landlord receives a copy of the proposed change order from Tenant. Landlord will not unreasonably withhold approval of any proposed change order. If Landlord does not notify Tenant of a disapproval of a proposed change order within the time specified, the proposed change order is deemed approved.

E. Contractor: Before construction begins Tenant will enter into a written construction contract with a contractor(s) acceptable to Landlord to construct the improvements in accordance with the final plans. Any subcontractors employed by Tenant or Tenant's contractors must be acceptable to Landlord. Landlord will not unreasonably withhold approval of contractors and subcontractors.

F. Construction:

(1) Tenant will diligently complete the improvements in accordance with the final plans and will satisfy any requirements of any governmental authorities having jurisdiction over the improvements. The construction of the improvements must be performed in a good workmanlike manner and must comply with all applicable laws, ordinances, rules, and governmental orders and regulations. Construction of the improvements may not:
(a) damage the Property except as specifically permitted by the final plans, including but not limited to damage to or interference with any structural component, system, or part of the Property;
(b) interfere with the rights or operations of any other tenant in the Property or with Landlord's management of the Property; and
(c) not obstruct any common area, walk, or drive except as Landlord permits.

(2) Landlord and Landlord's designees may inspect the construction of the improvements from time to time. If Landlord notifies Tenant of any construction defect or non-compliance with the final plans, Tenant must promptly correct the defect or non-compliance.

(3) All construction staging areas and dumpster locations are subject to Landlord's approval. Construction debris will not be allowed to accumulate on the Property. All construction debris will be completely removed from the Property upon completion of construction.

G. Completion:

(1) Tenant must substantially complete the construction of the improvements to the leased premises in accordance with this addendum on or before Sept.1, 2022. Except as provided in this paragraph, the failure to complete construction of the improvements by the date specified does not relieve Tenant of Tenant's obligations to pay rent or satisfy other terms and conditions of the lease. The time by which Tenant must complete construction may be extended only if: (a) Landlord causes the delay; (b) governmental authorities delay issuing permits or performing inspections through no fault of Tenant; or (c) a construction delay is caused by strike, lock-out, shortage of material, governmental restriction, riot, flood, or a cause outside Tenant's control. Any extension under this paragraph may be exercised by Tenant only if Tenant promptly notifies Landlord in writing of the extension after Tenant knows or has reason to know of any applicable delay which is cause for an extension. Any extension under this paragraph may not exceed the lesser of: the number of days of the delay caused by the specified cause for the delay or 45 days. If a delay authorized by this Paragraph applies, the Commencement Date and Expiration Date of the lease shall likewise be extended along with an appropriate adjustment in the rent due dates. If a delay is caused

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by Landlord and the delay exceeds the time for which an extension is permitted under this paragraph, Tenant may exercise its remedies under the default provision of the lease.

(2) Construction is complete when all the improvements are constructed in accordance with the final plans and Tenant provides Landlord with: (a) a final certificate executed by the supervising person; and (b) if required by a governmental body, a certificate of occupancy permitting Tenant to occupy the leased premises for the purposes set forth in the lease.

(3) The supervising person is Steve Lewis . The certificate of the supervising person is conclusive in any dispute involving the construction performed or required to be performed under this addendum.

H. No Liens:

(1) Tenant guarantees that Tenant will pay all costs of any liability related to the construction of the improvements described in this addendum and further guarantees the lien-free completion of the improvements against the leased premises and Property. Tenant may not create or place any lien or encumbrance, of any kind, upon the leased premises or Property that encumbers Landlord's interest in the leased premises or Property.

(2) Before Landlord reimburses Tenant for the cost of the improvements, Tenant must:
(a) deliver to Landlord a waiver of liens in recordable form acceptable to Landlord from each contractor, subcontractor, and materialman. The waivers must specify that: (a) the contractor, subcontractor, or materialman waive any and all claims against Landlord and waive any and all lien rights against Landlord's interest in the leased premises and Property; and (b) the contractor or subcontractor agree to hold Landlord harmless from any and all claims arising from or in connection with its work or materials;
(b) obtain any required certificate of occupancy; and
(c) commence business in the leased premises.

(3) If any lien is filed or asserted against any portion of the leased premises or Property as a result of the acts of Tenant or Tenant's contractors, subcontractors, or materialmen, Tenant must remove any such lien or lien claim within 20 days after receipt of notice from Landlord.

(4) Tenant will indemnify and keep Landlord harmless from all damages, costs, expenses, and attorney's fees that may arise from any lien or claim that may be filed or threatened as a result of the improvements to be constructed under this addendum.

I. Bonds: Before commencement of any construction, Tenant and Tenant's contractors, at no cost to Landlord, must post the following bonds in favor of the Landlord in the amounts specified: _____
_____
_____.

J. Insurance:

(1) Before any construction commences, Tenant must deliver to Landlord evidence that the insurance required by Paragraph 8A of the lease will be in effect not later than the day construction begins.

(2) Before any construction commences, Tenant must deliver to Landlord certificates of insurance, from insurers acceptable to Landlord, evidencing that any contractor maintains insurance to protect Landlord, Tenant, and the contractor from:

☐ (a) workman compensation claims and other employee benefit acts in an amount not less than $ _____ per occurrence;

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☐ (b) claims for damages from bodily injury or death to employees and others in an amount not less than $ _____ per person and $ _____ per occurrence; and

☐ (c) property damage in an amount not less than $ _____ per occurrence.

(3) The insurance required by this Paragraph J must cover any and all claims that may arise out of or as a result of the operations of the contractor or the contractor's subcontracor(s).

(4) The coverage required by this Paragraph J must be maintained by Tenant or Tenant's contractors, at Tenant's or the contractors' sole expense, during all times of any construction period. If Tenant fails or if any of Tenant's contractors fail to maintain the required insurance in full force and effect at all required times, Landlord may:
(a) purchase such insurance on behalf of Tenant or the contractor(s) and Tenant must immediately reimburse Landlord for such expense; or
(b) exercise Landlord's remedies for Tenant's default under the lease.

K. Tenant's Assumption of Liability: Tenant must promptly pay and discharge all costs, expenses, claims for damages, liens, lien claims, and any other liabilities which may arise from or in connection with the construction of the improvements described in this addendum. Tenant agrees to hold Landlord harmless from all costs, expenses, damages, liens, lien claims, and any other liabilities, which may arise from or in connection with the construction of the improvements described in this addendum.

L. Special Provisions: *(If applicable, include any business details, factual statements, or any requirements the parties must satisfy [for example, Landlord's obligation to complete shell construction by a certain date or by the time the license under Paragraph A commences].)*
Landlord reserves right to perform work or to determine improvements locations, process or contractors to access the EDC suite, if Tenant elects to connect the two suites. See Special Provisions Addendum.

Landlord: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Discussion regarding the regulation of murals in the City.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Monte Akers

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION:
On July 6, 2022, the Lockhart Historical Preservation Commission considered an application (from Allison Geneser and Erika Kottwitz) for a mural to be painted on the south wall of the Stampworthy Goods business facing an alley. Measuring 10 feet wide by 16 feet tall, or 160 square feet, the mural would read "Welcome to Lockhart" in stylized lettering and featuring a cowgirl on a rearing horse. According to the applicants, the mural "…will provide a fun and safe photo op for visitors and locals alike, and (will) pave the way for more art around town." After consideration, Commissioner Ohlendorf moved to table the proposal until mural guidelines are set in place. The motion passed by a vote of 4-0.

The Commission's ordinance (28-3((e)(16), provides that the Commission shall "Formulate detailed design review guidelines and procedures addressing alterations of designated properties which shall be reviewed and ratified by the city council forthwith."
Municipal regulation of murals is a complicated area of the law involving first amendment and other issues, for which there is limited precedent to follow. Attached is a chapter from an American Bar Association book regarding regulation of art that discusses the issues and illustrates the complexity of the issue. Note the case arising in San Marcos that is highlighted on page 6.

It is requested that the Council provide staff with guidance on how such guidelines should be established and what they should contain.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

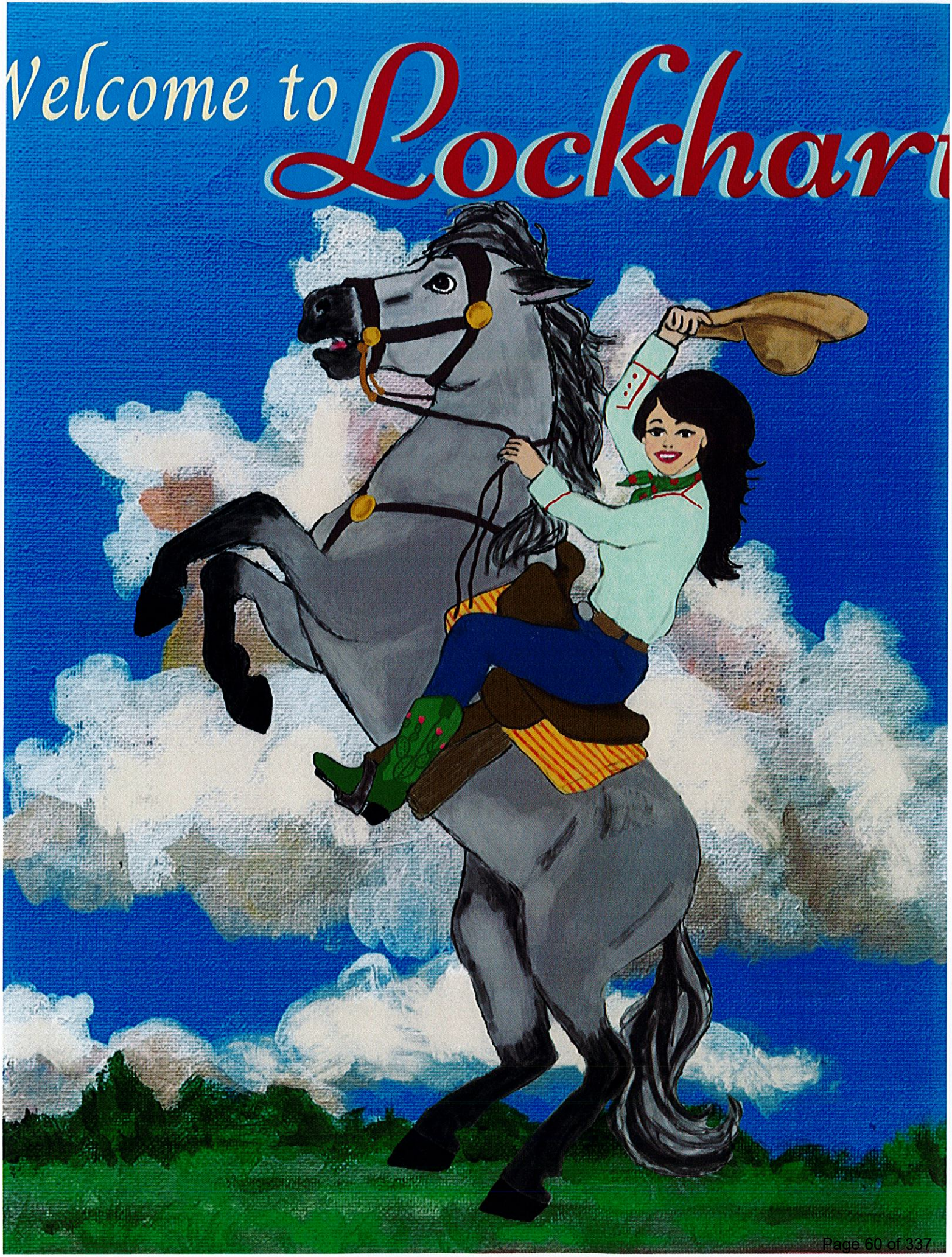
City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: Direction to staff.

STAFF RECOMMENDATION/REQUESTED MOTION: Direction to staff.

LIST OF SUPPORTING DOCUMENTS: Picture of mural, American Bar Assoc. regulations about Murals & Art.


Welcome to Lockhart

Understanding the First Amendment Limitations on Government Regulation of Artwork

This article is adapted from portions of "Chapter 4: Government Regulation of Art and Architecture" in the forthcoming book, Local Government, Land Use, and the First Amendment: Protecting Free Speech and Expression, *edited by Brian J. Connolly and published by ABA Publishing. The book will be released in 2017.*

Local government control of art arises frequently: for example, in the regulation of murals as a form of outdoor signage or advertising, in graffiti abatement, or in government selection of artwork for display in public parks or public buildings. These controls present many familiar First Amendment concerns. Because art has been characterized by the courts as a form of First Amendment-protected speech, regulations pertaining to artwork must be content neutral, contain adequate procedural safeguards, and may not be unconstitutionally vague. Artwork differs from other forms of speech, however, particularly signage, in one critical respect: in the case of artwork, the medium is commonly the message. While a written message on a sign could theoretically be conveyed regardless of the height, size, location, color, materials, or brightness of the sign structure, artwork is different. In many cases, the size, orientation, color, or materials comprising the work are of critical importance to the piece's communicative intent. Thus, while local government aesthetic regulatory interests are implicated in the regulation or control of art, the appropriateness of aesthetic interests in regulating artwork is debatable under the First Amendment. While the First Amendment broadly applies to artistic media, First Amendment concerns regarding the regulation of architecture are still in an antenatal state. Few court cases have considered First Amendment challenges to local design review requirements, building design mandates, or ordinances that restrict the extent to which buildings may look similar or different from one another. Because First Amendment protections have generally expanded since the Constitution was ratified, First Amendment challenges to architectural controls may increase in the coming years.

This article reviews First Amendment issues associated with regulation of artwork. The government practitioner, however, should review the First Amendment doctrines applicable to regulations of all forms of speech, such as content neutrality. The case law pertaining to local government controls of artwork and architecture is actually quite sparse. Cases generally applicable to speech regulation and, as discussed further herein, the government speech doctrine and public forum law, provide additional guidance in this area.

Forms of Local Government Regulation of Art and Architecture

Local governments regulate or control artwork in myriad ways. On private property, art regulation frequently arises via zoning codes, sign regulations, and nuisance abatement controls. Murals, paintings, and other two-dimensional works of art located on private property and that may be affixed to building walls, on signposts, or elsewhere are frequently regulated specially as "murals" or other forms of artwork, or as a form of signs under local sign regulations. Three-dimensional works of art located on private property, including sculptures or statuary, may be regulated by zoning regulations that restrict the placement or size of structures, or by building or fi re codes. Additionally, artwork may be regulated by local governments pursuant to their general authority to regulate nuisances; for example, many local governments prohibit graffiti

and other nontraditional forms of artwork under their nuisance control codes. In some circumstances, nuisance regulations such as those prohibiting the location of trash or junk cars on private property may limit displays of artwork. Some local governments completely exempt works of art on private property from regulation under zoning or sign codes.

Similarly, local governments may have ordinances or other laws controlling private individuals' use and placement of objects, including artwork, within public property. Local governments may also control artwork on public property through procurement and selection processes for art displays in public buildings. Some local jurisdictions have additionally initiated programs that *Require* public art, or cash payments into public art funds, in connection with private development applications. Some such ordinances require review of private developments' public art installations by local art committees. Additionally, recognizing the benefits of publicly-accessible art, many local governments have adopted "percent-for-art" ordinances, requiring that governmental expenditures on public works include public art.

First Amendment Application to and Protections for Art

Courts frequently err in favor of affording artists' subjective viewpoints significant latitude in determining the First Amendment's application to artwork. Music, theater, film, and visual art—including paintings, prints, photographs, and sculpture—as well as several other forms of expressive conduct, including tattooing, have been found to merit First Amendment protection. One court observed that "[v]isual art is as wide ranging in its depiction of ideas, concepts and emotions as any book, treatise, pamphlet or other writing, and is similarly entitled to full First Amendment protection."

A particular work need not be immediately and obviously identifiable as a work of art, i.e., it could be fairly abstract, to be protected. The scope of First Amendment protection for artwork, while expansive, is not boundless. The same carve-outs from First Amendment protection applicable to other media of speech, including or obscenity, fighting words, and incitement, exist with respect to artwork. The First Amendment does not protect obscenity.
The Supreme Court has defined obscenity as "works which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way, and which, taken as a whole, do not have serious literary, artistic, political, or scientific value, "as determined by an "average person, applying contemporary community standards."

The foregoing test does not provide bright-line clarity as to what types of artwork are obscene for constitutional purposes. The Supreme Court has found "hard core" pornography
and child pornography to be outside of the scope of First Amendment protection, but courts have struck down local ordinance limitations on speech and expressive conduct as they related to poetry with a sexual content, pornography that may be understood as degrading toward women, depictions of animal cruelty, virtual depictions of child pornography,
films or artwork in which obscene images are paired with non-obscene material, and parody material.

Artwork that depicts nudity, violence, or thought-provoking portrayals containing sexual content is not likely to fall outside the scope of First Amendment protection. But, to the extent art

exhibits material of a vulgar, pornographic nature, it may not enjoy First Amendment protections.

As with artwork of an obscene nature, artwork containing elements of "fighting words," incitement, or defamation also falls outside the umbrella of First Amendment protection. When awork of art is intended to counsel viewers toward criminal violence, it may lack First Amendment protection. But, when an artist does not intend for her work to provoke unlawful action, and when the risk of such unlawful action is not great, the work would presumably be constitutionally protected.

An artist's free speech rights may be limited additionally by state common law limitations on "verbal torts," including defamation—slander or libel—as well as torts such as intentional infliction of emotional distress.

Specifically, when defamatory speech is on a matter of private concern and involves private individuals, the First Amendment generally does not protect the defendant speaker. Conversely, when speech critical of another relates to a matter of public concern Or when such speech involves a public figure, the speaker may have a First Amendment defense against a tort claim. Thus, artwork that criticizes a public figure or addresses a matter of public concern would likely carry First Amendment protections that would be unavailable if the work criticized or parodied a private individual on a matter of private concern.
While the foregoing exceptions relate to all speech, another exception to First Amendment protection pertains specifically to artwork. In recent decades, courts have established boundaries between art meriting First Amendment protection and commercial merchandise that is not protected speech.

Many of these cases arise in the context of street vendors of clothing or other souvenirs that claim that local licensing requirements interfere with protected speech. Commercial merchandise lacking "a political, religious, philosophical or ideological message" falls outside the scope of the First Amendment's protections. However, artwork does not lose its First Amendment protection simply because it is commercial in nature.

Commercial speech receives First Amendment protection, albeit less than noncommercial speech. Commercial speech has been defined by the Supreme Court as "expression related solely to the economic interests of the speaker and its audience," or speech that otherwise proposes a commercial transaction. Art in the form of commercial advertising, which bears the logo or trademark of a particular business or fi rm, or that otherwise proposes a commercial transaction, retains First Amendment protection.

<u>First Amendment Limits on Regulation of Art</u>

The First Amendment's application to specific works of art is based in large part on the ownership—public or private—of the underlying property where the artwork is being displayed. Regardless of whether artwork is displayed on public or private property, developing code definitions that meet First Amendment limitations is the most important and difficult task in regulating artwork. Many local regulations contain definitional distinctions between signage and

artwork. Because itis almost impossible to distinguish between signage and artwork without reference to the content of the message, these provisions defining artwork are likely content based and may be legally questionable following *Reed v. Town of Gilbert*
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Art on Private Property

Artwork on private property that is subject to local regulation typically falls into two categories: two-dimensional artwork such as wall murals or signage displaying murals or paintings and three-dimensional artwork such as sculpture or statuary. Graffiti is another form of artwork that frequently occurs on private property.

The First Amendment doctrine relating to regulation of artwork located on private property mirrors the doctrine associated more generally with signage on private property. In reviewing local regulations applicable to art, courts will generally look first to whether a regulation of noncommercial artwork on private property is content and viewpoint neutral, and if so, whether it is tailored to serve a significant governmental interest and whether ample alternative channels of communication are available.

If the regulation is content based, strict scrutiny applies, requiring a compelling governmental interest and least restrictive means of achieving that interest. For commercial works, courts apply the *Central Hudson* test requiring such regulations to serve a substantial governmental interest, directly advance that regulatory purpose, and not restrict more speech than is necessary.

Other concerns that might arise in the regulation of artwork on private property include whether the regulation effects an unconstitutional prior restraint or whether the regulation is vague or overbroad. If a local regulation is content based, the government has failed to establish a substantial regulatory interest, or the regulation is not appropriately tailored to the regulatory interest, it will most likely be invalidated.

Similarly, if the regulation does not provide adequate procedural safeguards, such as a concrete review timeframe, or if the regulation leaves administrative officers with unbridled discretion to approve or deny the display of certain artwork, the regulation may be an unconstitutional prior restraint. Moreover, if the regulation is vague or overbroad, or if the regulation suppresses too much speech, it may also be found unconstitutional.

Avoiding Content Bias: Definitions and Other Problems.

Content concerns arise in many areas of art regulation, but the most common problems relate to definitions of "sign," "mural," "art," or "artwork." In *Neighborhood Enterprises, Inc. v. City of St. Louis* the owner of a mural protesting alleged eminent domain abuses by St. Louis, Missouri, challenged the city's enforcement of its sign ordinance against the mural. The Eighth Circuit held that the city's definition of "sign," which exempted from its definition all flags, civic crests, and similar objects, was content based because the code's application to the mural rested on the message of the mural.

A similar problem arose when the Norfolk, Virginia, sign ordinance exempted from regulation "works of art which in no way identify or specifically relate to a product or service."
The Fourth Circuit found, "On its face, the former sign code was content-based because it applied or did not apply as a result of content that is, 'the topic discussed or the idea or message expressed.'" The court went on to find that the city's differential regulation of works of art was not narrowly tailored, since artwork could have the same detrimental impact on community aesthetics or traffic safety that garish signage might have.

Case law also provides an example of content neutral treatment of artwork. In *Peterson v. Village of Downers Grove* the court upheld a local government's ban on "painted wall signs." The court found the ban content neutral because it did not contain references to the message on a given sign. *Peterson* is instructive for local governments regarding the need to establish code definitions that do not create content-based distinctions, particularly in the arena of regulating artwork on private property. After *Reed*, it will be challenging for a local government to distinguish between, say, a "mural" and a "sign," or between a "sculpture" and a "structure," in a content neutral manner, although it may be possible to identify specific media of artwork in the same manner as was done in *Peterson*. Content neutral regulations of artwork should focus on the non-communicative aspects of the artwork. Examples of content neutral regulation of art include regulating the size, height, placement, or lighting of works of art.

Unlike with signage, however, regulating some of the locational aspects of art may give rise to claims of content discrimination, particularly when a particular work of art is alleged to be context- or location-specific.

Similarly, regulation of materials or color may be problematic, as the materials and colors used in the creation of a work of art are often central to the message of the particular work. More broadly, regulating noncommercial artwork differently from other forms of noncommercial speech may violate the First Amendment. When a local sign code contains different size, height, or other display limitations on murals as compared with political signage, that code is at risk of being found to be content based.

<u>Analysis of Content Neutral Regulations of Artwork.</u>

Content neutral regulations must be supported by a substantial or significant regulatory interest, and the regulation must be narrowly tailored to that interest. In the context of sign and visual display cases, the Supreme Court has found both aesthetic and traffic safety significant and/or substantial as they relate to sign regulation.

But there is scant case law on the governmental interests supporting regulation of artwork. While traffic safety may suffice as a governmental interest for purposes of regulating works of art, aesthetics is likely less sound given that the aesthetic concerns of a local government may be at odds with the message of a particular work of art. If the government is in the business of making the community beautiful, can the government prohibit "ugly" artwork whose ugliness isa critical part of its message? A local government's restriction on the size, height, or color of murals for aesthetic purposes may directly conflict with the central message of a muralist's work .Similarly, whereas many sign codes regulate the placement of signs within property and with respect to

street right-of-ways in order to preserve a particular community character, an artist's placement of a sculpture or mural—if the artwork is site-specific—may help to articulate the message that the artist wishes to convey with his or her work.

Furthermore, building safety, nuisance control, and other purposes underpinning zoning and building restrictions have not been widely reviewed for whether they are significant governmental interests in First Amendment litigation. In *Kleinman v. City of San Marcos*, a Texas city had an ordinance prohibiting property owners from keeping junked vehicles on their properties. A novelty store placed a wrecked Oldsmobile 88 in its front lawn, planted it with vegetation, and painted the car colorfully with the message "Make Love Not War." After ticketing the property owner and the commencement of litigation, the city stipulated to the fact that the car planter had some artistic expressive value. The Fifth Circuit found that the car's expressive value was secondary to its utility as a junked vehicle.

Applying the intermediate scrutiny test for expressive conduct, the court found that the junked vehicle ordinance was content neutral in purpose and narrowly tailored to serve the government's interest in preventing attractive nuisances to children, prevention of rodents and other pests, and reducing urban blight, vandalism, and depressed property values.
While the city's interests in blight prevention and preserving property values may have had some aesthetic component, the court did not analyze whether aesthetic interests alone could support prohibiting the creative car-planter as a form of artwork.

Narrow tailoring requires that the regulation in question directly advance the interest(s) asserted by the government. In the context of artwork, problems may arise where local codes treat murals differently from other forms of noncommercial speech, and where the regulatory interests at stake are not directly served by the differential treatment.

<u>Distinguishing Between Non-Commercial and Commercial Artwork</u>.

When a municipal code requires a property owner to obtain a permit for a commercial wall sign, but does not require a permit for a non-commercial mural, how does one address artwork displayed on the wall of a building that contains images of products sold inside the building? Business owners often use blank wall space on the side of a building to advertise products sold inside the building, beautify the premises of their properties, or to convey non-commercial or political messages. Determining whether such images constitute commercial or non-commercial speech is rarely simple.

Case law provides several illustrations of this problem. When a city attempted to prohibit a fuel station owner's mural depicting "the geography, indigenous plants, and archaeology of Mexico,[the] social advancements of the Mexican people in contemporary society as well as reflections upon a colonial period of Mexican history," placed in an effort to beautify the property and to attract customers to the station, a California court found the mural to be non-commercial speech.
And when a shop that sold fishing equipment, including bait and tackle, displayed a painted wall mural depicting fish and other aquatic plant and animal species, the mural was determined to be noncommercial speech: "[A]s the evidence demonstrate[d] . . . it reflects a local artist's

impression of the natural habitat and waterways surrounding [the subject shop], and also alerts viewers to threatened species of fish."

Conversely, a mural in Ohio depicting a "mad scientist" outside of a shop that sold nitrous oxide for racing cars was found to constitute commercial speech. In arriving at that conclusion, the court stated, "the crucial inquiry is whether the expression depicted in the appellants' mural either extends beyond proposing a commercial transaction or relates to something more than the economic interests of the appellants and their customers." The court found that "[t]he sign plainly is intended to attract attention to [the racing shop], which directly relates to that company's economic interests."

In another case, a Virginia pet day-care owner displayed a mural depicting dogs playing on the side of the building, in plain view of a dog park. The Fourth Circuit concluded that the mural was commercial speech because the mural was intended to attract attention of potential customers, it depicted images relating to services provided on the premises, and the owner had an economic motivation for displaying the mural.

Courts are generally more deferential to governmental regulations of commercial speech as compared with regulations of non-commercial speech, in part because the commercial speech doctrine does not require an initial determination regarding the content neutrality of the regulation in question. But local governments should take care to defi ne the boundary between commercial and non-commercial speech, using distinctions found in case law applicable to the local government.

Special Considerations.

An area that has been mostly unexplored in case law relates to local anti-graffiti ordinances. Many local governments have taken measures to prevent graffiti, based primarily on aesthetic concerns and an interest in preventing vandalism and property-related crime. In a 2007 case, a group of graffitists challenged New York City's prohibitions on the sale of aerosol paint cans and broad-tipped markers to persons under 21 years of age, and persons under21 from possessing such objects in public places, which were intended to control unwanted graffiti in the city. The Second Circuit upheld the district court's determination that regulation was content neutral, but also agreed with the conclusion that the ordinance provisions burdened more speech than was necessary to achieve the city's goals.

Earlier cases found similar restrictions to pass constitutional muster, although not on First Amendment grounds. To the extent anti-graffiti ordinances regulate in a content neutral manner and do not burden more speech than necessary, they are likely to be upheld by courts. Local governments should beware, however, that many current anti-graffiti ordinances likely contain content-based definitions of the term "graffiti." An example of a definition of "graffiti" that likely passes muster is one that references graffiti based on its unauthorized nature.
Another area that has received little judicial attention relates to public art programs in private development projects. Some local governments require that private development projects include public art, require dedications of money or artwork in connection with private development projects, or undergo design review of artwork. The constitutionality of these arrangements has

not been fully vetted. In a case originating in Washington state, a federal district court found that the city's requirement that signs be of a Bavarian style was not content based, did not constitute forced speech, and that a design review board charged with reviewing signs and architecture in the community did not constitute an unlawful prior restraint despite having "somewhat elastic" criteria for review. Similarly, the Oregon Court of Appeals held that the City of Portland's design review process as applied to billboards did not constitute an overbroad regulation or unconstitutional prior restraint due to the narrow construction of the design review board's purview.

Private Art on Public Property

The regulation of artwork on public property carries different considerations than artwork on private property. Two special problems arise in the regulation of artwork on public property: the sale or display of artwork on public property such as parks, sidewalks, or streets and government selection of artwork for public property, including government buildings, plazas, and parks.
Sale or Display of Private Artwork by Private Individuals on Public Property.

Many local codes prohibit the sale of commercial products or the solicitation of business on public property. Some of these code provisions create express exemptions for non-profit organizations or other forms of noncommercial speech. In cases addressing such regulations, courts first review where the property falls within the public forum doctrine, i.e., whether the property is a traditional, designated, limited, or non-public forum.

If the property is a traditional or designated public forum, restrictions must be content neutral and narrowly tailored to serve significant governmental interests, and these restrictions may regulate only the time, place, and manner of speech.

If the property is a limited public forum or a non-public forum, the restrictions must only be viewpoint neutral and reasonable, a far more deferential standard than that which is applied in traditional and designated public forums.

In a 2000 case, St. Augustine, Florida, attempted to enforce its ordinance prohibiting "selling, displaying, offering for sale or peddling any goods, wares or merchandise" on public property, including streets and sidewalks, against a street artist displaying and selling newspapers and art that contained political messages.

The code provision exempted non-profit and religious organizations, but did not contain any exemption for political speech. In a cursory analysis, the court found that the artist's visual art and newspapers were protected by the First Amendment and found that the public property regulated by the ordinance was a traditional public forum, thus requiring the regulation to be content neutral and narrowly tailored to a significant governmental interest.
Because the ordinance favored non-profit and religious organizations over other forms of non-commercial speech, the court held the restriction content based.

Similarly, a New York City law requiring street vendors to obtain a license for the sale of items on city sidewalks was found not to be narrowly tailored or to provide sufficient alternative

channels for communication. The restriction capped the total number of licenses available to sidewalk vendors citywide. After finding that the works being sold by sidewalk vendors were subject to First Amendment protection and that the traditional public forum analysis applied to the case, the Second Circuit found that the license requirement and cap were not narrowly tailored to the city's goals of reducing congestion and ensuring clear passage on the sidewalks. The court reasoned that the city could have employed time, place, and manner restrictions to ensure clear passage on the sidewalks while still offering vendors the opportunity to obtain a license, and that exceptions to the licensing cap called into question the rule's tailoring. The court also found that the restriction did not provide ample alternatives, and that the sale of artwork on the street was more accessible than sales in galleries or elsewhere.

To the extent local governments prohibit the sale or display of commercial products on sidewalks or other public properties, exceptions made for non-commercial speech, including non-commercial artwork, should not distinguish among forms of non-commercial speech. Moreover, an outright ban or severe limitations on the display of non-commercial artwork in traditional public fora, such as streets or sidewalks, is likely to fail the narrow tailoring part of the intermediate scrutiny test. Time, place, and manner restrictions are permissible where necessary to ensure safe passage for pedestrians along public sidewalks, or to limit traffic c congestion along public streets. Additionally, where the regulation of artwork is taking place in a limited or nonpublic forum, restrictions and prohibitions can be much broader, so long as they are viewpoint neutral.

Government Selection of Artwork for Public Property.

Government agencies, from federal agencies to local governments, often beautify public properties through the use of artwork, including murals, sculpture, and other works of art. In some cases, these works of art are commissioned by the government, and in other cases, they are selected through an artwork selection process. Generally, the government has wide latitude to choose artwork for government properties and to relocate or remove that artwork in the event the government chooses to redevelop or otherwise modify government properties.

Cases addressing questions of government acquisition and placement of artwork have generally held that artwork acquired by the government for display on public property becomes the property and expression of the government, or alternatively, that the government's acquisition and display of artwork creates a nonpublic forum, where the acquisition process need only be viewpoint neutral and reasonable.

One court found that a sculpture located on the grounds of a federal government building constituted the expression of the government and could be relocated freely without the consent of the artist. That court additionally found that even if the sculpture's location had been a public forum, the sculpture's relocation was a time, place, and manner restriction because the government's purpose in relocating the sculpture was related to free passage of pedestrians on the plaza where the sculpture was located.

Other cases have held that government acquisition of artwork for display in public buildings or galleries creates a nonpublic forum, and government decisions to reject or remove artwork that

could be offensive or critical are permissible when the purposes of the forum are undermined by the artwork' s offensive or critical nature.

The foregoing judicial approach to government control of artwork on government property was recently reaffirmed by the First Circuit in the case of *Newton v. LePage.* There, the Maine labor department sought to remove a mural from a waiting room within its offices on the grounds that the mural did not depict evenhanded treatment of organized labor issues. In its analysis, the court did not rely on the public forum doctrine, but rather on the government speech doctrine, which was articulated by the Supreme Court just three years earlier. Although the court did not conclude that the mural was government speech, it nonetheless deferred to the government's choice to remove the mural and concluded that there was no First Amendment violation in so doing.

The government speech doctrine, which carves out from First Amendment application any speech promulgated by the government, lends additional support to local governments engaged in the selection and ownership of artwork on public property. With the adoption and expansion of the government speech doctrine by the Supreme Court, it can be expected that government decisions regarding the acquisition, display, relocation, and removal of works of art on public property will be subject to even lesser scrutiny.

The Supreme Court has found that donated monuments in a public park constitute government speech, as do specialty license plates. Given this recent case law, artwork selected by the government for display on public property is likely to be considered by a court to be government speech

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Conclusion

This article's review of artwork through a First Amendment lens occurs on the frontier of constitutional jurisprudence. Yet as First Amendment protections expand, we may be witnessing an expansion of First Amendment applicability that may sweep up previously unchecked governmental controls on artwork and architecture. Local governments are therefore advised to carefully consider how their zoning codes and other regulations affect the ability of artists and architects to speak through their work and to ensure that local efforts to make regulations content neutral and otherwise consistent with the First Amendment preserve free speech rights of all speakers.

Endnotes: (deleted for purposes of 7/19/22 Council meeting)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Discuss Ordinance No. 2022-34 adopting a Code of Ethics and Anti-Discrimination Policy.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: A draft ethics policy has been prepared for the Council's consideration that was considered at two previous council meetings and was postponed for further action.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: The Council considered adoption of a draft ethics ordinance on March 15 and April 5, 2022, and postponed further action.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Consideration of revision of the draft ordinance in a manner outlined in the attached memo from the City Attorney and direction to staff.

LIST OF SUPPORTING DOCUMENTS: Memo from City Attorney, Draft Ethics Ordinance

MESSER ★ FORT ★ McDONALD
THE MUNICIPAL LAW FIRM
NORTH TEXAS | AUSTIN | ABILENE

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MEMORANDUM

TO: **Mayor, Council Members, City Manager, City of Lockhart**

FROM: **Monte Akers, City Attorney**

DATE: **July 15, 2022**

RE: **Further Consideration of Proposed Ethics Ordinance**

The Council considered adoption of a draft ethics ordinance on March 15 and April 5, 2022, and postponed further action. The draft ordinance is 10 pages in length and was modeled on that from other Texas cities, some of which are more lengthy (e.g. Kyle's is 14 pages, Leander's is 17 pages, Laredo's is 59 pages). The Council's original impetus for consideration of an ethics ordinance was concern about social media issues for council members, but the draft addresses various other issues, such as revolving door policies, application to all employees and board/commission members, use of city property for personal purposes, and topics already addressed under state or federal law (e.g. conflicts of interest, gifts/bribery, nepotism, prohibition of discrimination).

Further guidance from the Council is requested. Options for further consideration or action include:

1. Adoption of the draft ordinance in its current form;
2. Limiting ordinance to issues not addressed in state or federal law:
3. Eliminating revolving door provisions;
4. Limiting application to elected officials;
5. Removing provisions related to, e.g.:
    a. Disclosure of confidential information
    b. Communications between officers/board members regarding pending matters
    c. Acceptance of outside employment
    d. Appearances before boards, commissions, council, or in litigation
    e. Use of city property for personal purposes
    f. Political activity
    g. Application to former officers/employees;
    h. Limit policy to social media and/or other topics of council concern.
6. Adding topics not addressed in draft ordinance;
7. Scheduling a workshop for further discussion; or
8. Other action as directed by the Council.

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DRAFT

ORDINANCE NO. 2022-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ADOPTING A CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY; AMENDING CHAPTER 2 OF THE LOCKHART CODE OF ORDINANCES TO ADOPT A NEW ARTICLE VII FOR THAT PURPOSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS

WHEREAS, it is appropriate and necessary for good government and to promote personal integrity, honesty and ethical conduct in all activities undertaken by City Officials, that the City of Lockhart adopt a Code of Ethics and Anti-Discrimination Policy; and

WHEREAS, the adoption of the Code of Ethics and Anti-Discrimination Policy is in the best interest of the City of Lockhart and will promote personal integrity, honesty and ethical conduct in all activities undertaken by City Officers, Officials, and employees, as well as the health, safety, and welfare of the citizens of the City of Lockhart and the general public; and

WHEREAS, the City Council deems it advisable to adopt a Code of Ethics and Anti-Discrimination Policy to provide a code of ethics and standard of conduct for City Council members Officials, and employees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT: **Section 1**. **Adoption of Code of Ethics and Anti-Discrimination Policy**. The City Council hereby amends Chapter 2 of the City of Lockhart Code of Ordinances to add a new Article VIII to adopt a Code of Ethics and Anti-Discrimination Policy, as follows:

ARTICLE VII. CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY

Sec. 2-320 – Statement of Purpose.

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. Such confidence depends not only on the conduct of those who exercise official power, but also on the availability of aid or redress to all persons on equal terms. For the purpose of promoting confidence in the government of the City of Lockhart and thereby enhancing the city's ability to function effectively, this code of ethics and anti-discrimination policy is adopted. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this code of ethics and anti-discrimination furthers the legitimate interests of democracy.

Sec. 2-321. - Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means a board, commission or committee which is established by city ordinance, city Charter, interlocal contract or state law and any part of whose membership is appointed by the city council.

Business entity or *entity* mean a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized in law.

Confidential Information means any information that a City Council member is entitled to because of his official position but otherwise is not available to the public generally without an open records request pursuant to the provisions of the Texas Public Information Act (the "Act"), Government Code Chapter 552 and/or is not available to the public under the Act.

Discrimination means treating, or proposing to treat, someone unfavorably because of that person's "protected personal characteristics," as that term is defined herein. Discrimination can occur:

- Directly, when a person or group is treated less favorably than another person or group in a similar situation because of a personal characteristic.
- Indirectly, when an unreasonable requirement, condition or practice is imposed that has, or is likely to have, the effect of disadvantaging people with a personal characteristic.

Employee means a person employed or paid a salary by the city on a full-time basis excluding officers and officials.

Incidental interest means an interest in a person, entity or property which is not a substantial interest, and which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This division does not establish dollar limits on the terms "insignificant value" and "de minimis," which shall have their usual meanings and be subject to interpretation on a case-by-case basis.

Interest or *benefit* means anything reasonably regarded as economic gain or economic advantage, other than incidental or remote interests. The term applies to the official and also to any person who is related to such official within the second degree by consanguinity or affinity.

Officer means the mayor and members of the city council.

Official means officers and members of any board, commission, or committee which is established by city ordinances, city charter, interlocal contract, or state law, and any part of whose membership is appointed by the city council.

Official Capacity means a person acts in his or her "official capacity" in performing the duties and exercising the powers of the office or the person's employment, as this term is defined under other applicable law

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Protected personal characteristics means race; gender; age; sexual orientation; disability; religion; country of origin; ethnic background; intersex status or gender identity, including gay, lesbian, bisexual, transsexual, transgender, questionable, and heterosexual; political affiliation and/or any personal characteristic protected by the law.

Remote interest means an interest of a person or entity, including an officer, official, or employee who would be affected in the same way as the general public. The interest of such a person a in the property tax rate, general town fees, city utility charges or a comprehensive zoning ordinance, or similar decisions is incidental to the extent that person would be affected in common with the general public.

Sexual harassment means behavior characterized by the making of unwelcome and in appropriate sexual remarks or physical advances in a workplace or other professional situation.

Sec. 3-322. - Policy.

(a) It is hereby declared to be the policy of the city that the proper operation of democratic government requires that:

(1) Officers, Officials, and employees be impartial and responsible to the people of the city;

(2) Governmental decisions and policy be made using the proper procedures of the governmental structure;

(3) No officer, official, or employee has any interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest;

(4) Public offices not be used for personal gain;

(5) The city council at all times be maintained as a nonpartisan body;

(6) Officers, officials, and employees fully comply with state statutes, as amended, concerning conflicts of interest;

(7) Officers, officials, and employees be committed to providing a safe, flexible and respectful environment for fellow officers, officials, and employees, and Lockhart citizens, free from all forms of discrimination and sexual harassment.

(8) The city council, city boards and commissions, and city departments, at all times, be required to treat others with dignity, courtesy, and respect.

(b) To implement this policy, the city council has determined that it is advisable to enact this code of ethics and anti-discrimination policy for all officers, officials, and employees, whether elected or appointed, paid or unpaid, advisory, or administrative, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse

to abide by its terms.

(c) It is the express intent of the city council that this Code of Ethics and Anti-Discrimination Policy not be interpreted to discourage officers, officials, or employees from expressing their personal opinions or viewpoints in regard to any matter related to city policy or business during business hours or in any formal or informal meeting of the city.

Sec. 3-323. - Standards of conduct.

(a) No officer, official, or employee shall:

(1) Accept or solicit any money, property, service, or other thing of value by way of gift, favor, loan or otherwise which he knows or should know is being offered or given with the intent to unlawfully influence such person in the discharge of official duties, or in return for having exercised or performed official duties.

(2) Use his or her position to secure special privileges or exemptions for himself, herself, or others.

(3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. (This shall not prohibit the granting of fringe benefits to city employees as part of their contract of employment or as an added incentive to the securing or retaining of employees).

(4) Disclose information deemed confidential by law that could adversely affect the property or affairs of the city, or directly or indirectly use any information understood to be confidential which was gained by reason of his official position or employment for his or her own personal gain or benefit or for the private interest of others.

(5) Transact any business on behalf of the city in his or her official capacity with any entity with which he or she is an officer, agent, or member or in which he or she has an interest. In the event that such a circumstance should arise, no violation of this subsection occurs if he or she shall make known his or her interest, and:

A. In the case of an officer or official, refrain from discussing the matter at any time with members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or

B. In the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

(6) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the city, or which might impair his or her independent judgment in the performance of his or her public duty.

(7) Personally provide services for compensation, directly or indirectly, to a person, entity or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does

not apply to outside employment of an officer, official, or employee if the employment is the person's 's primary source of income.

(8) Receive any fee or compensation for his or her service as an officer, official, or employee of the city from any source other than the city, except as may be otherwise provided by law. This shall not prohibit his or her performing the same or other services for a public or private organization that he or she performs for the city if there is no conflict with his or her city duties and responsibilities.

(9) Personally represent, or appear on behalf of, the private interests of others:

A. Before the city council or any city board or department;

B. In any proceeding involving the city; or

C. In any litigation to which the city is a party.

(10) In the case of an official, personally represent, or appear on behalf of, the private interests of others:

A. Before the board of which he or she is a member;

B. Before the city council;

C. Before a board which has appellate jurisdiction over the board of which he or she is a member; or

D. In litigation to which the city is a party if the interests of the person being represented are adverse to the city and the subject of the litigation involves the board on which the official is serving or the department providing support services to that board.

(b) Use his or her official position or city-owned facilities, personnel, equipment, supplies, vehicles, printing facilities, postage facilities, long-distance telephone services or any other resources for private purposes, personal advantage, pecuniary gain for such person or for others, or for any political campaign for himself, herself, or others. However, this shall not prohibit an officer, official, or employee from using his or her official position to promote or encourage economic development and businesses within the city, provided:

(1). the officer, official, or employee, and any person related to that person within the second degree by consanguinity or affinity, does not receive a benefit from such promotion or encouragement, and

(2). the promotion or encouragement of economic development and businesses is not for the purpose of promoting, and does not promote other than incidentally, the officer, official, employee, or any person related to that person within the second degree by consanguinity or affinity

(c) Use the prestige of his or her position with the city on behalf of any political party.

(d) Knowingly or willfully solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose to be used in conjunction with any city election

(e) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of valid city ordinances, rules or regulations or the achievement of official city programs.

(f) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.

(g) Engage in sexual harassment, or discrimination based on race, gender, age, sexual orientation, disability, religion, country of origin, or political affiliation or any act deemed unlawful.

(h) Use his or her position to obtain confidential information about any person or entity except in his or her official capacity.

(i) Disclose any confidential information gained through the officer's, official's or employee's office or position concerning property, operations, policies, personnel, or affairs of the city;

(j) Use such confidential information to advance any economic interest or personal interest of the officer, official, or employee or to confer any benefit to that person, or a family member related within the second degree of affinity or consanguinity.

(k) If an officer, official, or employee requests to review, inspect or copy any confidential information not previously made available to that person in his or her position with the city, that request shall be made to the City Manager. If the City Manager determines that the request is not relevant to the requesting person's official capacity, the request shall be denied, but a, requesting officer or official may appeal that determination to the City Council, who, by a public majority vote of the City Council present, excluding an officer requesting the information, may authorize or deny disclosure of the confidential information.

Sec. 3-324. - Prohibition on conflict of interest.

An officer or official may not participate in a vote or decision on a matter affecting a person, entity, or property in which the officer or official has a substantial interest under Ch. 171, Local Gov't Code. In addition, an officer or official who serves as a corporate officer or member of the board of directors of a nonprofit entity which is not appointed by the city council may not participate in a vote or decision regarding funding by or through the city for the entity. Where the interest of an officer or official in the subject matter of a vote or decision is remote or incidental, such officer or official may participate in the vote or decision and need not disclose the interest.

Sec. 3-325. - Restrictions on former city officers and employees.

(a) When used in this section, the terms "before the city" shall mean before any officer or official of the city.

(b) When used in this section, the term "represent" shall include all communications with and appearances before the city in which the city is asked to make a decision, as that term is defined in this chapter. The term "represent" does not include communications and appearances involving only

ministerial action on the part of the city.

(c) When used in this section, the term "case, project or matter" shall refer to specific cases, projects, or regulatory matters, rather than generic policies, procedures, or legislation of general application. For instance, adoption of an ordinance or amendment to the Code of Ordinances that applies to the public generally, is not a "case, project or matter" within the meaning of this section; however, an ordinance, resolution, permit or license, zoning change, variance, inspection related to a person, entity, or specific zoning case or site plan, or similar type of action requiring city approval, will constitute a "case, project or matter" subject to the restrictions imposed in this section.

(d) An officer, official, or employee who leaves service or employment with the city shall not represent, formerly or informally, any person or entity in any case, project, or matter in which the former officer, official, or employee was involved in any significant decision-making role, application processing, vote, or inspection while with the city.

(e) An officer, official, or employee who leaves service or employment with the city and who accepts employment by, contracts with, or receives other compensation from a person or entity that is involved in any case, project, or matter in which the former officer, official, or employee was involved in any significant decision-making role, application processing, vote, or inspection while with the city, shall disclose such involvement to the person or entity prior to being employed by, contracting with, or agreeing to receive compensation from the person or entity.

(f) Violation of subsection (d) or (e), above, may be grounds for denial or dismissal of any case, project, or matter that is filed by, imposed upon, or requested by the person or entity for whom the former officer, official, or employee is employed, contracts with, or represents.

Sec. 3-327. – Social Media

(a) Officers shall include a disclaimer on their social media pages stating the account is for the officer's personal use and is not sponsored or otherwise managed by the city, nor does it reflect the views or beliefs of the city or city council as an institution.

(b) Officers and Officials should not utilize the City of Lockhart logos on their social media.

(c) Officers are prohibited from posting content on their social media that disparages any person on the basis of protected personal characteristics.

Sec. 3-328 – Violations

(a) Violations of this policy by employees will be subject to review and appropriate action by the city manager, which may include dismissal from employment.

(b) Violations or alleged violations of this policy by officers or officials shall be subject to review and appropriate action by the city council. Upon determination that a violation has occurred, the city

council may, by majority vote, impose any of the following actions, which are provided in a graduating scale of severity, as follows:

1. Verbal reprimand in executive session held pursuant to Sec. 551.074, Tex. Gov't Code.
2. Verbal reprimand in a public meeting.
3. Written reprimand.
4. Adoption of a resolution of censure.
5. Adoption of a resolution of censure and its publication on the city website.
6. Adoption of a resolution of censure and its publication in print media.
7. Removal of the officer or official from council-appointed committees, commissions, or boards.
8. Removal of the official from the board or commission on which he or she serves.
9. Request for the officer or official's resignation.

(c) Any individual who believes that an officer, official, or employee has acted in violation of this policy may promptly file a written complaint with the city manager, who shall, in consultation with the city attorney, determine the appropriate action or may submit the complaint to the city council for such determination.

Section 2. **Effective Date**. This ordinance shall take effect immediately from and after its passage.

Section 3. Open Meetings. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND ADOPTED on this the ___ day of _____, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 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.

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

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

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:

   a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; *provided, however, that*:
      i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
      ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.

   b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:

      i. Sections 418.1015(b) and 418.108 of the Texas Government Code;

      ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;

      iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;

      iv. Chapter 54 of the Texas Local Government Code; and

      v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

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

   c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.

5. To further ensure uniformity statewide:

   a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

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

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

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

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

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

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

JUL 29 2021

GOVERNOR GREG ABBOTT

August 25, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK
AUG 25 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-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
2pm O'CLOCK

AUG 25 2021

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

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

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

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

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

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.

2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.

3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.

4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.

5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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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.

GREG ABBOTT
Governor

ATTESTED BY:

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
3:30pm 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.

GREG ABBOTT
Governor

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

AUG 29 2021

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
4:30pm O'CLOCK

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER
GA 40

Relating to prohibiting vaccine mandates, subject to legislative action.

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

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

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

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

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

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

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

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

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

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

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

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm 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

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30pm 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 19, 2022

AGENDA ITEM CAPTION: Continue a PUBLIC HEARING on application ZC-22-06 by Curtis Thigpen of Paravel Capital, and discussion and/or action to consider Ordinance 2022-30, 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 6-7-22

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The subject property is part of a 50.77-acre tract that was rezoned from AO to RMD in October 2021 for the stated purpose of developing a duplex subdivision. However, the applicant for this zoning change proposes a multifamily development, which is allowed only in the RHD district. The proposed development is the upper portion of the attached concept plan labeled "*Medium Density Residential Development*", which also includes a proposed duplex subdivision in the lower portion. The proposed RHD zoning classification is ***not*** consistent with the *Medium Density Residential* future land use designation shown on the land use plan map. As explained in the attached staff report, there is currently a total lack of sanitary sewer service in the Silent Valley Road area, while we continue to receive applications for zoning changes and specific use permits that will potentially increase residential densities in that area above those anticipated by the comprehensive plan. The land use plan map was the basis for the sizing of proposed wastewater lines included in the wastewater impact fee CIP. It became apparent that the 12-inch line proposed to serve the Silent Valley Road area (northwest quadrant) may not be large enough for the increased densities being requested, and an increase to a larger size would require not only an extension from Tank Street, but also replacement and upgrading of existing lines. This item was last tabled at the Council's June 7th meeting to allow completion of wastewater capacity studies for both the Northwest Quadrant of the city and the North Colorado Street Corridor. The city engineer has now submitted a report that does recommend increasing the sizes of planned wastewater line extensions, as well as upsizing the existing trunk main all the way to the treatment plant. The total estimated cost of the project is $7,668,000. However, after subtracting the City's available funds from an EDA grant and the wastewater impact fee account, $4,687,000 remains that will need to be provided by developers to get a wastewater line of suitable size to the north side of Silent Valley Road at Stueve Lane to serve that area. The attached staff report contains more complete information. Also attached is a map showing the various segments of the proposed wastewater projects in the north part of the city. So far, there has been no public opposition to this zoning change.

PROJECT SCHEDULE (if applicable): Not applicable.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: This item was previously tabled by the Council on February 15th, March 15th, and June 7th.

COMMITTEE/BOARD/COMMISSION ACTION: At their July 13th meeting, the Planning and Zoning Commission voted unanimously to recommend APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends APPROVAL of Ordinance 2022-30 rezoning 19.906 acres located at 1900 North Cesar Chavez Parkway - Northbound from RMD to RHD.

LIST OF SUPPORTING DOCUMENTS: zc2206 ordinance, zc2206 exhibit A, ZC2206 case map, ZC2206 zoning, ZC2206 future landuse, ZC2206 aerial, zc2206 staff report for 7-19-22 CC, sup2203 & zc2206 concept plan, NW N COLORADO WASTEWATER PROJECTS, zc2206 updated application

ORDINANCE 2022-30

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 19.906 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1900 NORTH CESAR CHAVEZ PARKWAY – NORTHBOUND (SH 130), FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on July 13, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

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

II. The above-referenced property described in Zoning Change request ZC-22-06 as 19.906 acres in the Cornelius Crenshaw Survey, Abstract No. 68, more particularly described in Exhibit "A" and located at 1900 North Cesar Chavez Parkway – Northbound (SH 130), will be reclassified from RMD Residential Medium Density District to RHD Residential High Density District.

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

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

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

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

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 19th DAY OF JULY, 2022.

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

_____

Connie Constancio, TRMC, City Secretary

_____

Monte Akers, City Attorney

EXHIBIT "A"

HINKLE SURVEYORS

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Cornelius Crenshaw Survey A-68 and being also a part of a tract of land called 50.770 acres and conveyed to Paravel Lockhart I LLC as recorded in Instrument #2022-000081 of the Official Public Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING *at a calculated point in the West line of the above mentioned 50.770 acre tract and the East line of a tract of land called 228.120 acres and conveyed to Alan Balser et al by deed recorded in Instrument #2017-005439 of the said Official Public Records for the SW corner this tract and from which point a capped iron pin found stamped "HINKLE SURVEYORS" used for basis of bearing (direct tie) in the SW corner of the above mentioned 50.770 acre tract and the NW corner of a Residue tract called 40.039 acres and conveyed to Jason Balser et al by deed recorded in Instrument #2018-006381 of the said Official Public Records bears S 10°44'45" E 728.57 feet.*

THENCE N 10 degrees 44 minutes 45 seconds W *partially along the West line of the said 50.770 acre tract and over and across the said 228.120 acre tract* **893.45 feet** *to a capped ½" iron pin set stamped "HINKLE SURVEYORS" in the NW line of the said 228.120 acre tract and the SE line of North Cesar Chavez Parkway (a.k.a. State Highway #130) and in the NW corner of the said 50.770 acre tract for the NW corner this tract.*

THENCE *with the NW line of the said 228.120 acre tract and the NW line of the said 50.770 acre tract and the SE line of North Cesar Chavez Parkway for the following three courses:*
(1) N 51 degrees 05 minutes 15 seconds E 251.28 feet *to a calculated point in the PC of a curve.* **(2)** *With a curve turning to the left having a radius of* **11917.43 feet** *and an arc length of* **509.20 feet** *and the chord of which bears* **N 52 degrees 18 minutes 42 seconds E 509.16 feet** *to a calculated point for the PT of the said curve.* **(3) N 53 degrees 31 minutes 04 seconds E 141.72 feet** *to a capped ½" iron pin set stamped "HINKLE SURVEYORS" in the NE corner of the said 50.770 acre tract for the NE corner this tract.*

THENCE S 36 degrees 28 minutes 55 seconds E *with the East line of the said 50.770 acre tract and entering the said 228.120 acre tract* **1032.18 feet** *to a calculated point for the SE corner this tract.*

THENCE *over and across the said 50.770 acre tract for the following four (4) courses:* **(1) S 53 degrees 30 minutes 40 seconds W 36.90 feet** *to a calculated point in the PC of a curve.* **(2)** *With a curve turning to the left having a radius of* **970.00 feet** *and an arc length of* **502.31 feet** *and the chord of which bears* **S 38°40'33" W 496.72'** *to a calculated point for the PT of the said curve.* **(3) S 23 degrees 45 minutes 34 seconds W 34.91 feet** *to a calculated point in the PC of a curve.* **(4)** *With a curve turning to the right having a radius of* **790.05 feet** *and an arc length of* **773.22 feet** *and the chord of which bears* **S 51°52'41" W 742.73 feet** *to the place of beginning containing* **19.906 acres** *of land more or less.*

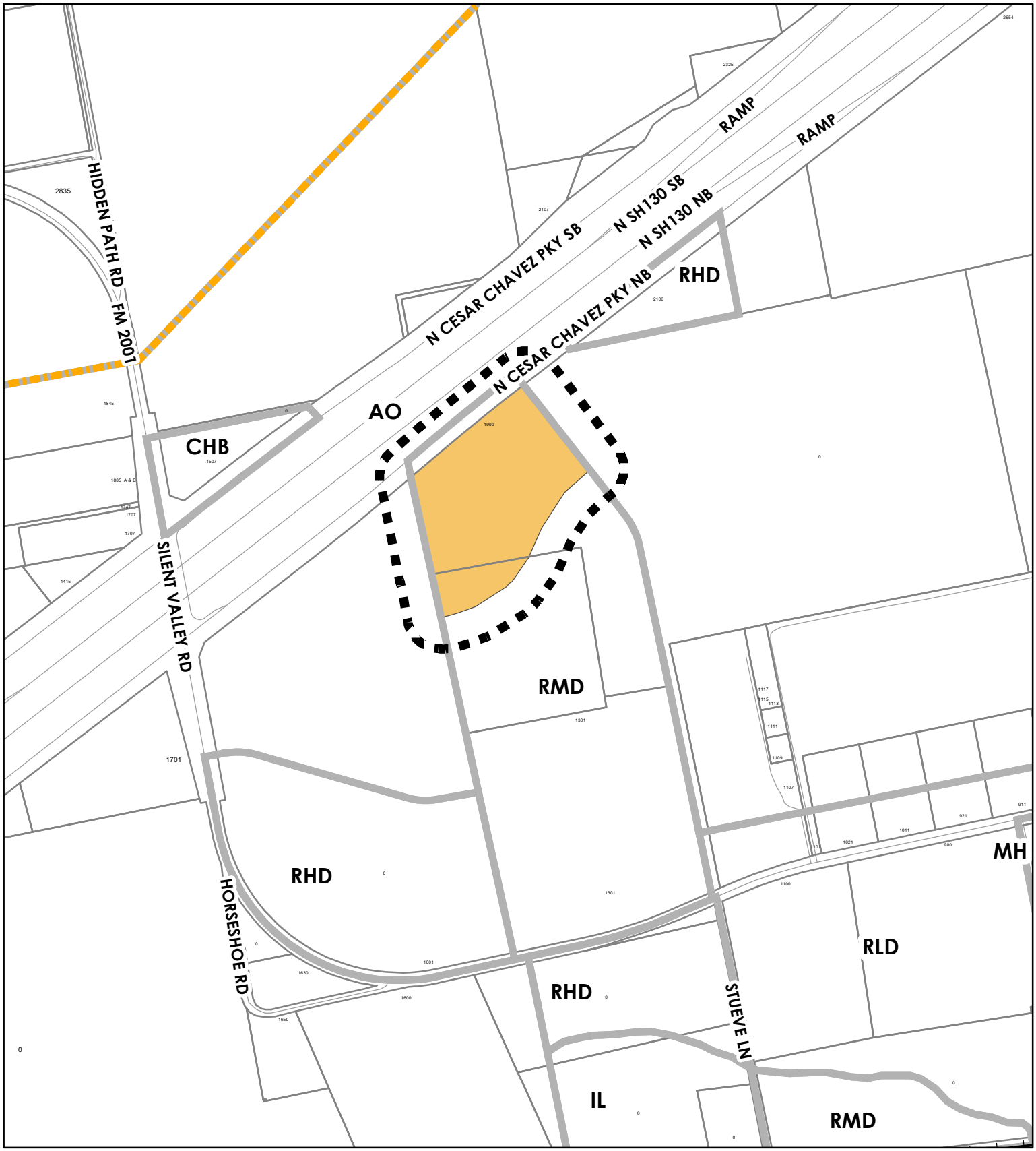
I hereby certify, that the foregoing field notes are a true and correct description of a survey made for description purposes only and not to be relied upon for transfer of title or relied upon as a boundary title survey on January 19, 2022. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

STATE OF TEXAS
REGISTERED
JERRY L. HINKLE
5459
PROFESSIONAL LAND SURVEYOR

Jerry L. Hinkle R.P.L.S. #5459

©Hinkle Surveyors 2022 Firm Registration No. 100866-00

P.O. Box 1027 Lockhart, Texas 78644 Phone (512) 398-2000
Fax (512) 398-7683 Email: contact@hinklesurveyors.com



ZC-22-06

RMD TO RHD

1900 N CESAR CHAVEZ PKWY NB

N

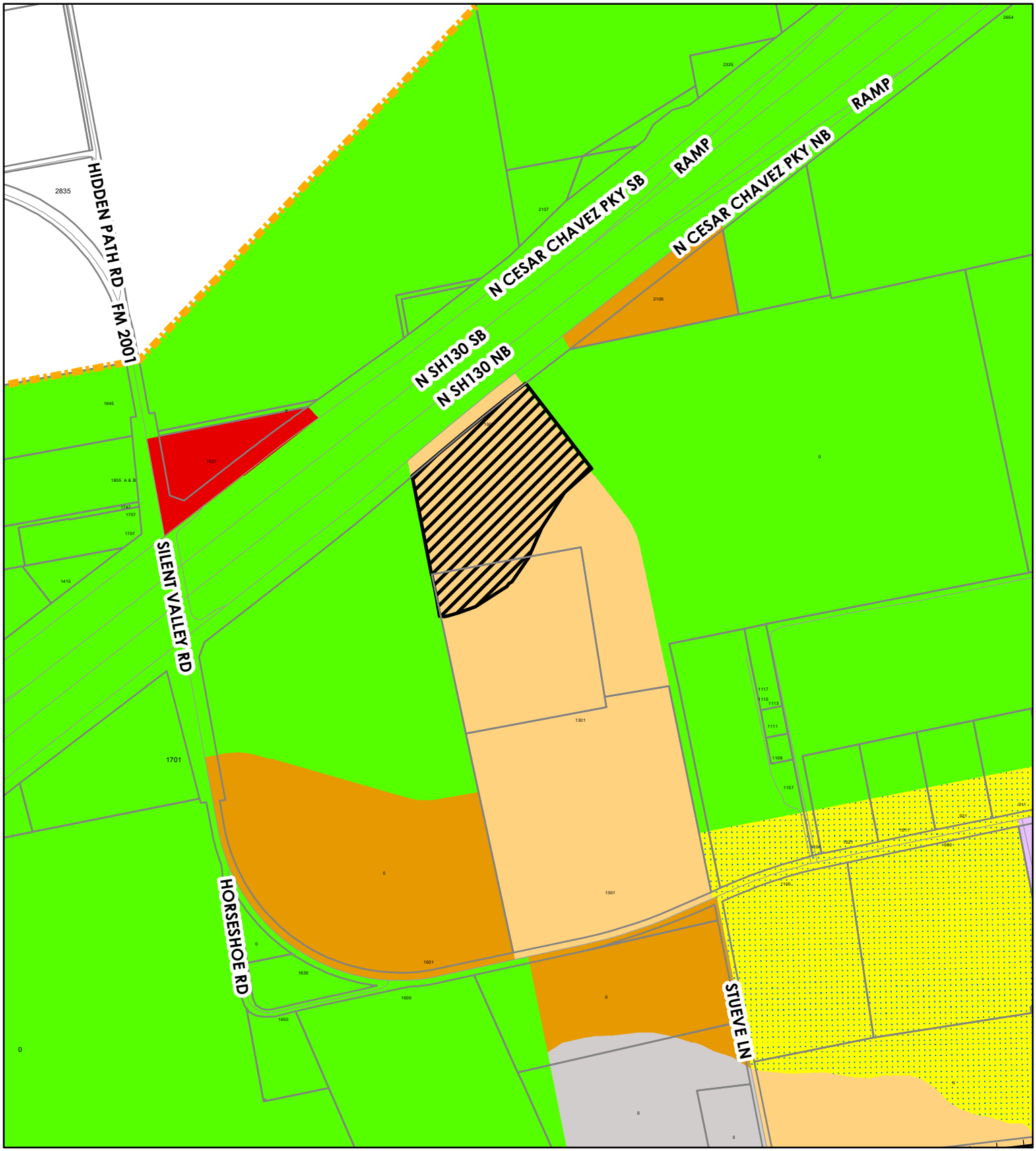
scale 1" = 800'

SUBJECT PROPERTY

ZONING BOUNDARY

CITY LIMITS

200 FT BUFFER



ZC-22-06

RMD TO RHD

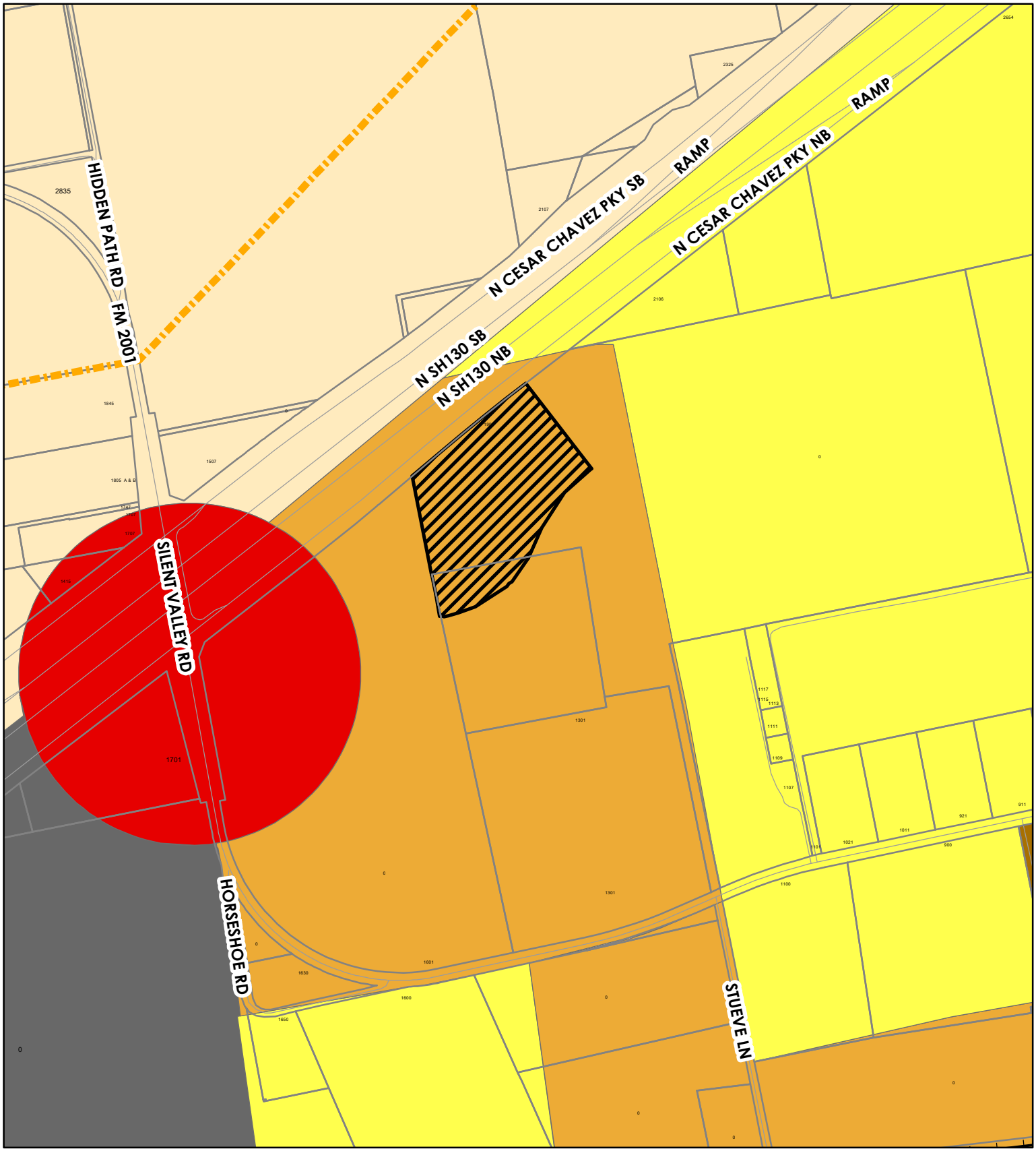
1900 N CESAR CHAVEZ PKWY NB

N

scale 1" = 800'

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- COMMERCIAL HEAVY BUSINESS
- INDUSTRIAL LIGHT
- MANUFACTURED HOME
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

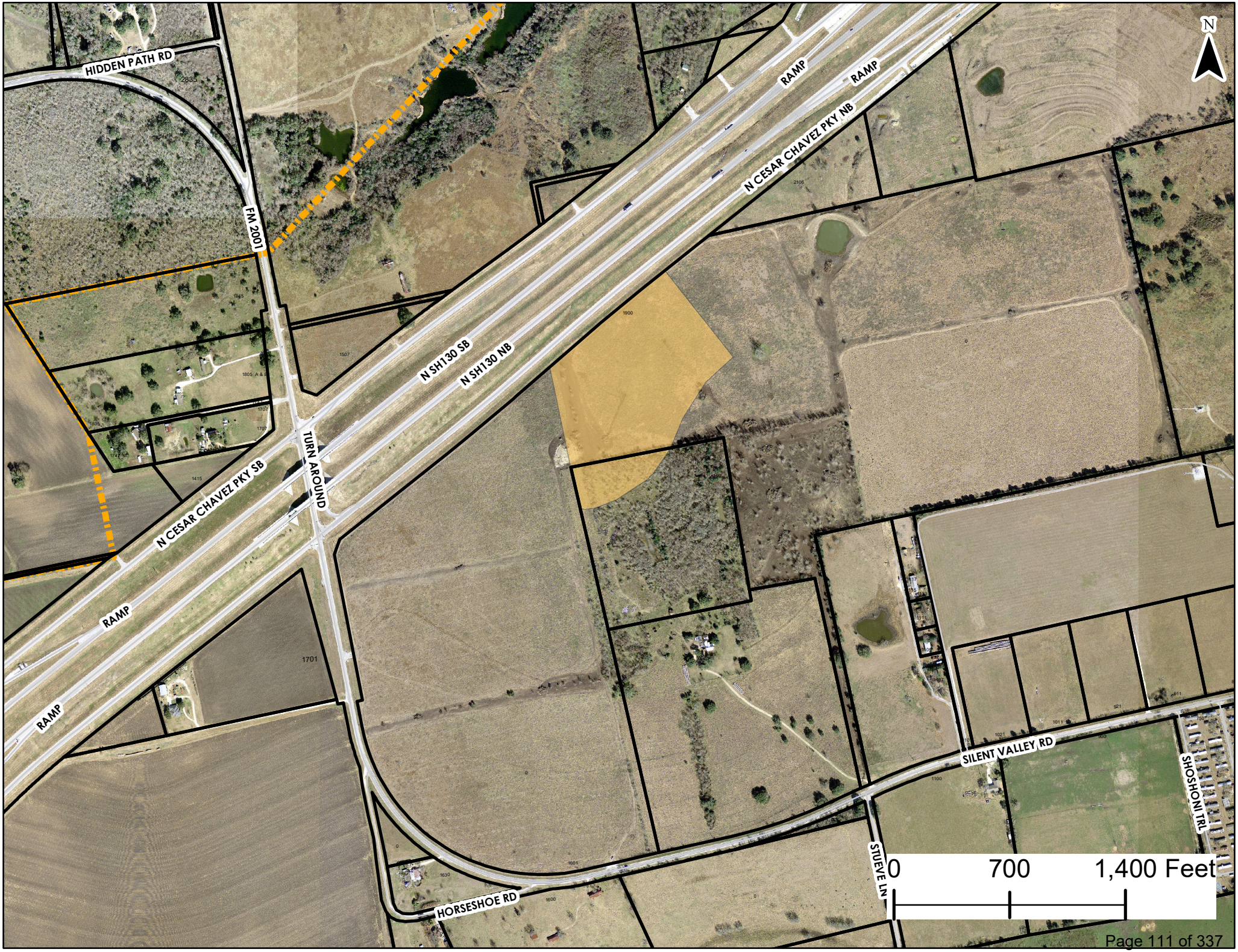
RMD TO RHD

1900 N CESAR CHAVEZ PKWY NB

N

scale 1" = 800'

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


N
HIDDEN PATH RD
FM 2001
RAMP
RAMP
N CESAR CHAVEZ PKY NB
N SH130 SB
N SH130 NB
TURN AROUND
N CESAR CHAVEZ PKY SB
RAMP
RAMP
SILENT VALLEY RD
SHOSHONI TRL
STUEVE LN
HORSESHOE RD
0
700
1,400 Feet

PLANNING DEPARTMENT REPORT ZONING CHANGE

CASE SUMMARY

STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-22-06
REPORT DATE: July 14, 2022
PLANNING AND ZONING COMMISSION HEARING DATE: July 13, 2022
CITY COUNCIL HEARING DATE: July 19, 2022
REQUESTED CHANGE: RMD to RHD
STAFF RECOMMENDATION: ***Approval***
PLANNING AND ZONING COMMISSION RECOMMENDATION: ***Approval***

BACKGROUND DATA

APPLICANT: Paravel Capital
OWNER: Curtis Thigpen
SITE LOCATION: 1900 North Cesar Chavez Parkway (SH 130). [Final address to be assigned later.]
LEGAL DESCRIPTION: Metes and Bounds
SIZE OF PROPERTY: 19.906 acres
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Medium Density Residential*

ANALYSIS OF ISSUES

PREVIOUS ACTION: This item was tabled multiple times previously by the Planning and Zoning Commission and the City Council due to concerns about the lack of wastewater service, and to allow time for the city engineer to conduct a study for determining the size and cost of necessary wastewater line extensions.

REASON FOR REQUESTED ZONING CHANGE: The subject property is part of a 50.77-acre tract that was rezoned from AO to RMD in October 2021 for the stated purpose of developing a duplex subdivision. However, the applicant for this zoning change proposes a multifamily development, which is allowed only in the RHD district. The proposed development is the upper portion of the attached concept plan labeled "*Medium Density Residential Development*", which also includes a proposed duplex subdivision in the lower portion.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	SH 130	AO	*Agricultural/Rural Development (north side of SH 130)*
East	Vacant land	AO	*Medium Density Residential, Low Density Residential*
South	Vacant land	RMD	*Residential Medium Density*
West	Vacant land	AO	*Medium Density Residential, General-Heavy Commercial*

TRANSITION OF ZONING DISTRICTS: The subject property does not abut any other RHD zoning, although there are two parcels nearby to the northeast and southwest that were recently rezoned from AO to RHD. RHD is one step up in land use intensity from the RMD classification, which abuts the south boundary of this property. Higher density land uses are sometimes used as a buffer or transition from lower density uses to a major highway.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be available from the Stueve Lane extension as well as another new east-west collector street that will follow the southern boundary of the subject property. Water service will likely be obtained by an extension from an existing line at the intersection of Silent Valley Road and Cesar Chavez Parkway (SH 130). The main issue with regard to infrastructure, though, is the total lack of sanitary sewer service to the entire area north of the railroad track in the Silent Valley Road area. The impact fee CIP includes a future 12-inch sewer main that would serve the area but, at the rate that zoning changes and specific use permits are being requested to increase the density, It was determined in the recently completed wastewater capacity study done by the city engineer that increasing the sizes of planned wastewater line extensions, as well as upsizing the existing trunk main all the way to the treatment plant, will be required. The total cost for all parts of the project is estimated in the report to be $7,668,000. However, the City will be able to contribute $2,981,000 through the use of EDA grant funds and wastewater impact fee funds, thereby resulting in $4,687,000 that will need to be provided by developers to get a wastewater line of suitable size to the north side of Silent Valley Road at Stueve Lane to serve that area. It has not been established yet how to equitably allocate the responsibility for funding from the various proposed developments on the north side of Silent Valley Road. Without such a mechanism, the first development that needs wastewater service will have to pay the full amount. No time-frame has been established for completion of design and construction of the project yet because it requires coordination with one or more developers to pay for the project. All developments in the area will also have to provide their own wastewater line extensions to connect to the end of the City's project at the intersection of Silent Valley Road and Stueve Lane. A map showing the various segments of the proposed wastewater projects in the north part of the city is attached.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is currently vacant, but there have been a couple of recent zoning changes to RHD for apartments, and there are other developments on the horizon that would add both commercial development and residential subdivisions. The same applicant who submitted this request also applied for a specific use permit (SUP) to allow the DF-2 residential development type on the remaining 30.864 acres of the original 50-77-acre tract, adjacent to the south of the subject property. The DF-2 development type allows duplexes on smaller lots, thereby resulting in a higher density. After voting to table the SUP at their February 9th meeting, the Planning and Zoning Commission approved it at their March 9th meeting subject to the residential density not exceeding ten dwelling units per acre, which is considered medium density and is consistent with the City's land use plan map. This zoning change, however, will automatically increase the potential for higher density development in the area above the medium density threshold. The applicant submitted the attached concept plan for both the multifamily and the duplex developments.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is ***not*** consistent with the *Medium Density Residential* future land use designation of the land use plan map.

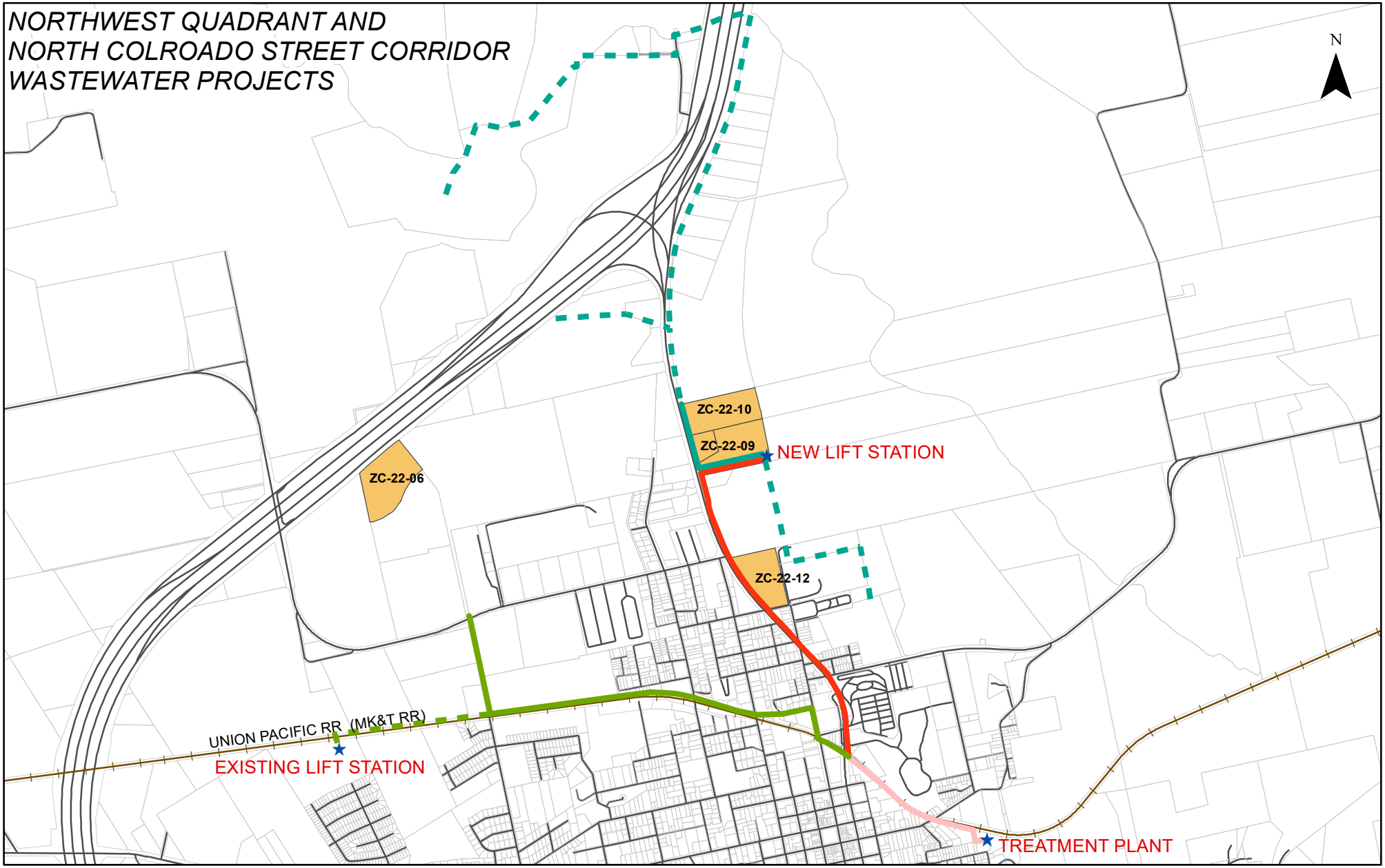
ALTERNATIVE CLASSIFICATIONS: The existing RMD zoning is already consistent with the *Medium Density Residential* designation shown on the land use plan map, so there is no better classification at this time.

RESPONSE TO NOTIFICATION: None as of the date of this report. The properties within the 200-foot public hearing notification area are currently vacant and are either owned by the applicant or are owned by others who are also proposing new developments.

STAFF RECOMMENDATION: The city engineer's study is complete, and we know how much we'll need to rely on developer contributions to pay for the necessary wastewater line project ending at the intersection of Silent Valley Road and Stueve Lane. The applicant stated at the Planning and Zoning Commission hearing that they are prepared to help pay for the wastewater project. Improvements to the City wastewater system to serve this area will be feasible only with the assistance of developers, and if the system can be constructed as determined by the city engineer, it will be able to support the increased residential densities being proposed. Approval will not short-circuit the normal development process because a subdivision plat cannot be recorded, and the property will not be able to be developed in any way, until adequate wastewater service is available, which can occur only after the necessary infrastructure is designed and constructed. Therefore, staff recommends ***Approval*** of the zoning change to RHD.

Medium Density Residential Development
Lockhart, TX

NORTHWEST QUADRANT AND NORTH COLROADO STREET CORRIDOR WASTEWATER PROJECTS



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.

0 0.425 0.85 Miles

Map Legend

- GRAVITY FLOW NORTH
- GRAVITY FLOW NORTHWEST
- FORCE MAIN
- TRUNK MAIN

CITY OF Lockhart

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 Paravel Capital

ADDRESS 1509 Old W 38th St. Ste., 3
Austin, TX 78731

DAY-TIME TELEPHONE (512) 934-8923

E-MAIL cthigpen@paravelcap.com

OWNER NAME Curtis Thigpen

ADDRESS

DAY-TIME TELEPHONE (512) 934-8923

E-MAIL cthgipen@paravelcap.com

PROPERTY

1900 N Cesar Chavez PKY NB

ADDRESS OR GENERAL LOCATION ~~Between 1301 Silent Valley Rd. & Toll Road 130, Lockhart, TX 78644~~

LEGAL DESCRIPTION (IF PLATTED) See metes & bounds description

SIZE 19.906 ACRE(S) LAND USE PLAN DESIGNATION Residential Medium Density

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

PROPOSED NEW USE, IF ANY Residential High Density (MF-2)

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Residential Medium Density RMD

TO PROPOSED ZONING CLASSIFICATION Residential High Density (MF-2) RHD

REASON FOR REQUEST To allow for the development of two and three story apartments of up to 24 DU/AC in order to provide a wider variety of housing options at multiple price points for all residents in the area.

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 $ 548.12 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 1/19/2022

OFFICE USE ONLY

ACCEPTED BY Dan Gibson RECEIPT NUMBER 01132778

DATE SUBMITTED 1-19-22 CASE NUMBER ZC - 22 - 06

DATE NOTICES MAILED 01-24-22 DATE NOTICE PUBLISHED 1-27-2022

PLANNING AND ZONING COMMISSION MEETING DATE 2-9-22

PLANNING AND ZONING COMMISSION RECOMMENDATION Table to 3-9-22 meeting. Tabled to 5-25-22 meeting. Approval 7-13-22 Tabled to 7-13-22

CITY COUNCIL MEETING DATE 2-15-2022 Tabled to 3-15-22

DECISION 3-15-22 Tabled to 6-7-22 6-7-22 Tabled to 7-19-22

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Continue a PUBLIC HEARING on application ZC-22-09 by Chris Bancroft on behalf of Alma Ewald, and discussion and/or action to consider Ordinance 2022-31, for a **Zoning Change** from *AO Agricultural--Open Space District* to 18.535 acres *RHD Residential High Density District* and 4.529 acres *CMB Commercial Medium Business District* on 23.064 acres in the Byrd Lockhart League, Abstract No. 17, located at 1650 North Colorado Street (US 183). TABLED 6-7-22

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of the zoning change is to allow future development of 4.529 acres of general commercial land uses along the Colorado Street frontage, and 18.535 acres of multifamily housing behind the commercial area. Although the tract extends eastward to Plum Creek, the zoning change is only for the portion of the tract that is in the city limits, which is roughly 27 percent of the original tract. The Plum Creek floodplain encroaches slightly into the rear of the area proposed to be zoned RHD. This item was tabled multiple times by the Planning and Zoning Commission and City Council due to concerns about the lack of wastewater service in the North Colorado Street corridor, and to allow time for the city engineer to conduct a study for determining the size and cost of necessary wastewater line extensions. The proposed RHD and CMB zoning classifications are ***not*** consistent with the Low Density Residential future land use designation shown on the land use plan map. Applications for zoning changes such as this increase potential land use intensities in the area above those anticipated by the comprehensive plan. The current wastewater impact fee CIP does include wastewater infrastructure that would serve this area, but the sizes of the lines were based on the land use assumptions that were used to develop the CIP. It was determined in the recently completed wastewater capacity study done by the city engineer that increasing the size of the planned wastewater line extension and lift station, as well as upsizing the existing trunk main all the way to the treatment plant, will be required. The total estimated cost of the project is $8,909,000. However, after subtracting City contributions of EDA grant and wastewater impact fee funds, the amount remaining that will need to be provided by developers to serve all of the proposed developments is $4,914,000. The attached staff report contains more complete information. Also attached is a map showing the various segments of the proposed wastewater projects in the north part of the city.

PROJECT SCHEDULE (if applicable): Not applicable.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: This item was previously tabled by the Council on April 5th and June 7th.

COMMITTEE/BOARD/COMMISSION ACTION: At their July 13th meeting, the Planning and Zoning Commission voted unanimously to recommend APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends APPROVAL of Ordinance 2022-31 rezoning 23.064 acres located at 1650 North Colorado Street from AO to 18.535 acres RHD and 4.529 acres CMB.

LIST OF SUPPORTING DOCUMENTS: zc2209 ordinance, zc2209 exhibit A, 21-9147 1650 North Colorado CAD_7gen Zoning Boundaries_11x17, ZC2209 case map, ZC2209 zoning, ZC2209 future landuse, ZC2209 aerial, zc2209 staff report for 7-19-22 CC, 1650-1724 N. Colorado St. development layout, NW N COLORADO WASTEWATER PROJECTS, zc2209 application and owner's letter

ORDINANCE 2022-31

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 23.064 ACRES IN THE BYRD LOCKHART LEAGUE, ABSTRACT NO. 17, LOCATED AT 1650 NORTH COLORADO STREET (US 183), FROM AO AGRICUTURAL–OPEN SPACE DISTRICT TO 18.535 ACRES RHD RESIDENTIAL HIGH DENSITY DISTRICT AND 4.529 ACRES CMB COMMERCIAL MEDIUM BUSINESS DISTRICT.

WHEREAS, on July 13, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

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

II. The above-referenced property described in Zoning Change request ZC-22-09 as 23.064 acres in the Byrd Lockhart League, Abstract No. 17, more particularly described in Exhibit "A" and located at 1650 North Colorado Street (US 183), will be reclassified from AO Agricultural–Open Space District to 18.535 acres RHD Residential High Density District and 4.529 acres CMB Commercial Medium Business District.

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

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

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

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

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 19th DAY OF JULY, 2022.

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____

Monte Akers, City Attorney

EXHIBIT "A"

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

CMB ZONING DISTRICT
1650 NORTH COLORADO STREET, LOCKHART, TEXAS

A 4.529 ACRES OF LAND MORE OR LESS FOR THE CMB ZONING DISTRICT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 183 (A.K.A. NORTH COLORADO STREET) FROM WHICH A 1/2" IRON ROD SET FOR REFERENCE BEARS S 14°26'48" E - 38.08', SAID POINT BEING THE NORTHWEST CORNER OF THIS TRACT;

THENCE N77°58'12"E A DISTANCE OF 400.00';

THENCE S14°29'04"E A DISTANCE OF 426.86';

THENCE S59°19'33"W A DISTANCE OF 416.52';

THENCE N14°26'48"W A DISTANCE OF 560.12' TO THE TRUE POINT OF BEGINNING.

RHD ZONING DISTRICT
1650 NORTH COLORADO STREET, LOCKHART, TEXAS

A 18.535 ACRES OF LAND MORE OR LESS FOR THE RHD ZONING DISTRICT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 183 (A.K.A. NORTH COLORADO STREET) FROM WHICH A 1/2" IRON ROD SET FOR REFERENCE BEARS S 14°26'48" E - 38.08', SAID POINT BEING THE NORTHWEST CORNER OF THIS TRACT; THENCE N77°58'12", A DISTANCE OF 400.00' TO THE POINT OF BEGINNING;

THENCE S14°29'04"E A DISTANCE OF 426.86';

THENCE S59°19'33"W A DISTANCE OF 416.52';

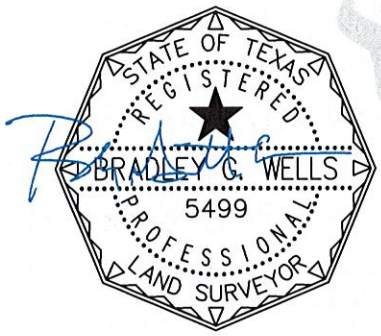
THENCE S14°26'48"E A DISTANCE OF 223.94';

THENCE N78°53'33"E A DISTANCE OF 578.80';

THENCE N78°31'26"E A DISTANCE OF 663.54';

THENCE N10°39'56"W A DISTANCE OF 799.32';

THENCE S77°58'12"W A DISTANCE OF 894.33' TO THE TRUE POINT OF BEGINNING.



TEXAS FIRM REGISTRATION NO.: 10194275

524 W. SYCAMORE ST, SUITE 4 • FAYETTEVILLE / ARKANSAS • 72703
PHONE: 479-443-4506 • FAX: 479-582-1883

Land Use Schedule

Lockhart City Limits

Proposed Use	Acreage
CMB	4.529 Ac.
RHD	18.535 Ac.
Subtotal	23.064 Ac.
ETJ	
Current Use	**Acreage**
ETJ	60.815± Ac.
Overall Total	83.879 Ac.

SCALE : 1" = 400'

0 200 400 800

DATE : 03-02-2022

NORTH

All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

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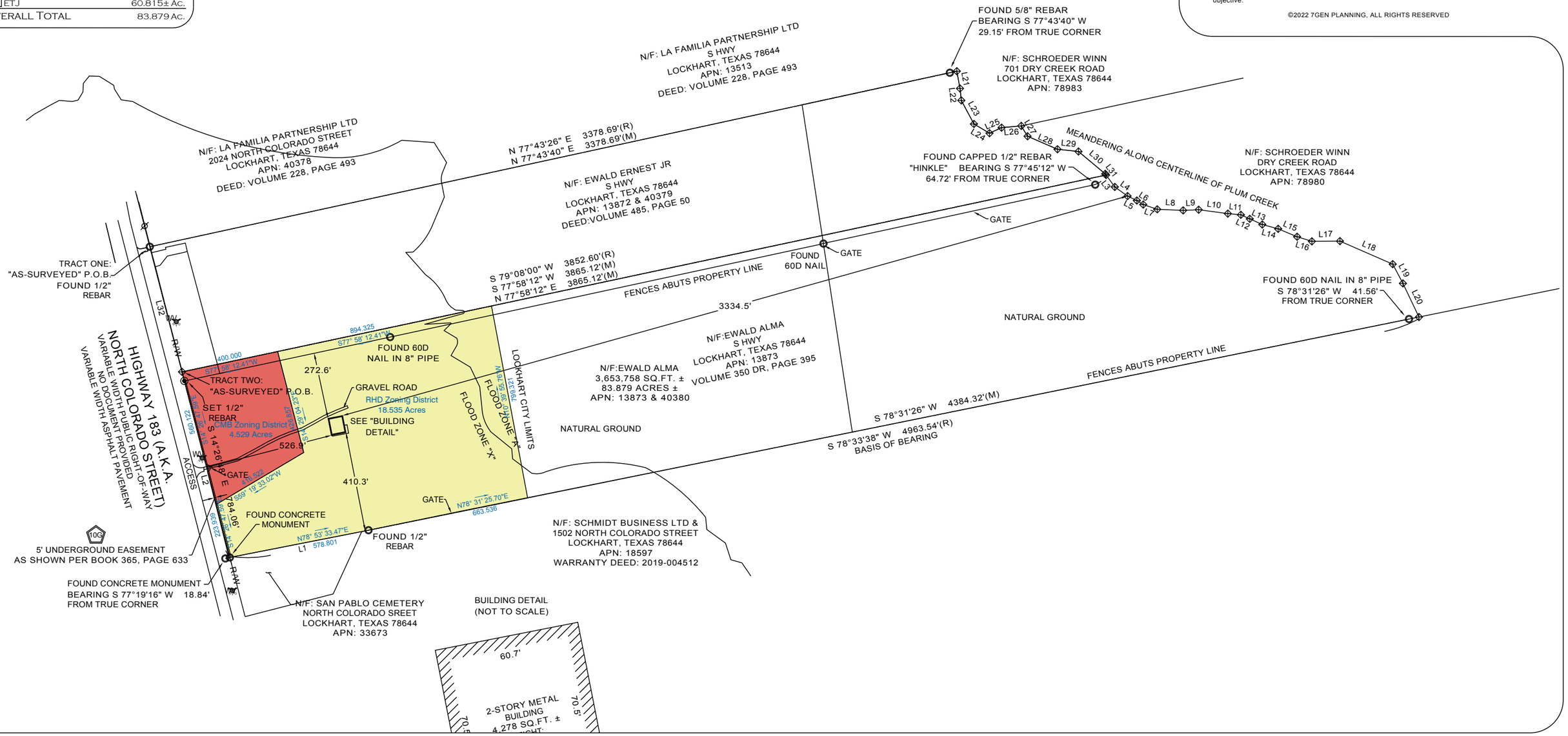
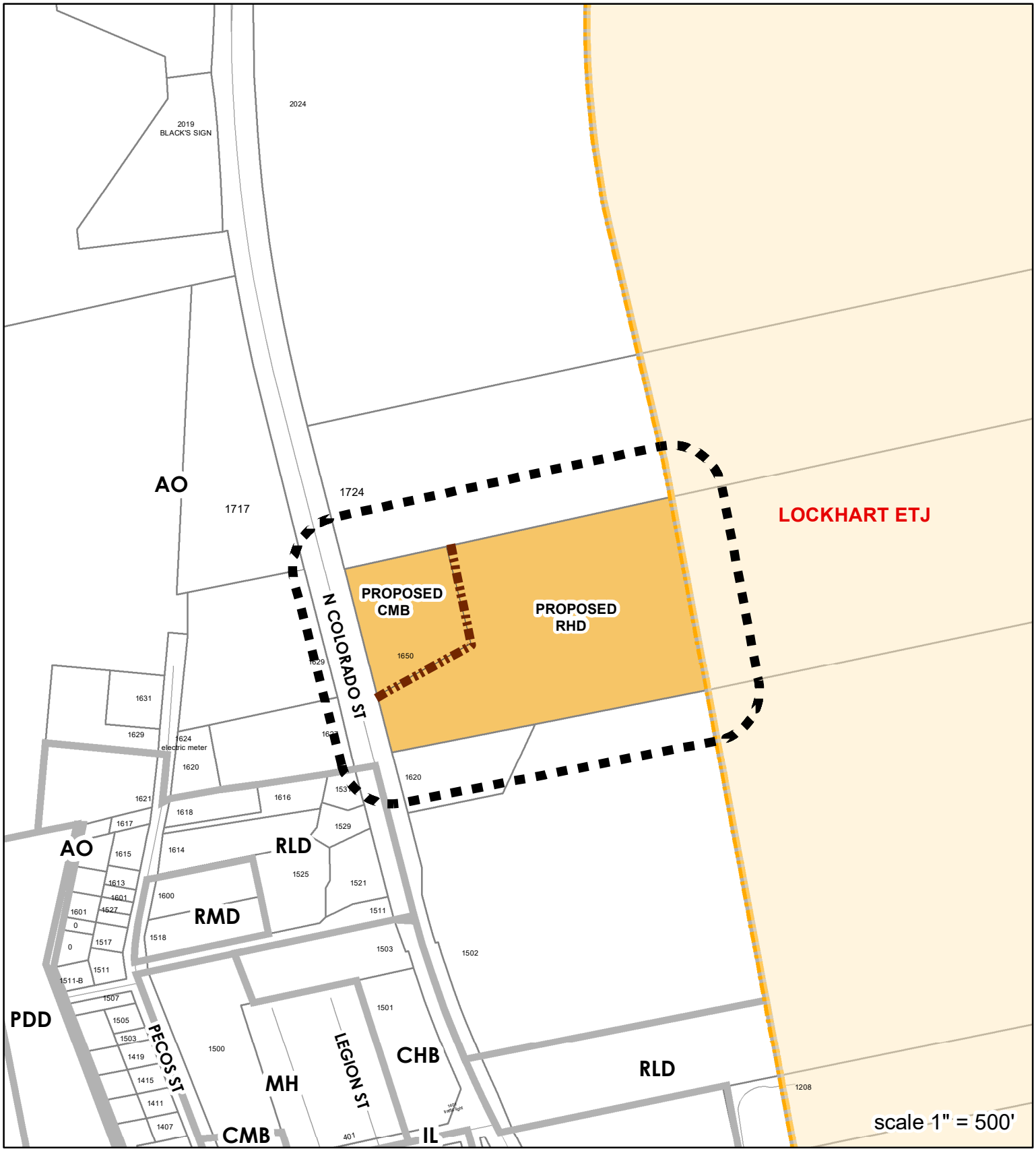


Texas Mult-Family Capital

Requested Rezoning Boundary

1650 North Colorado Street
Lockhart, Texas 78644

7gen PLANNING
Planning & Landscape Architecture
2107 CityWest Blvd. Suite 400
Houston, Texas 77042
713.343.0394
9050 N Capital of Tx Hwy., Bldg. 3, Ste 390
Austin, Texas 78759
512.646.3454



ZC-22-09

AO TO RHD & CMB

1650 N COLORADO ST (HWY 183)

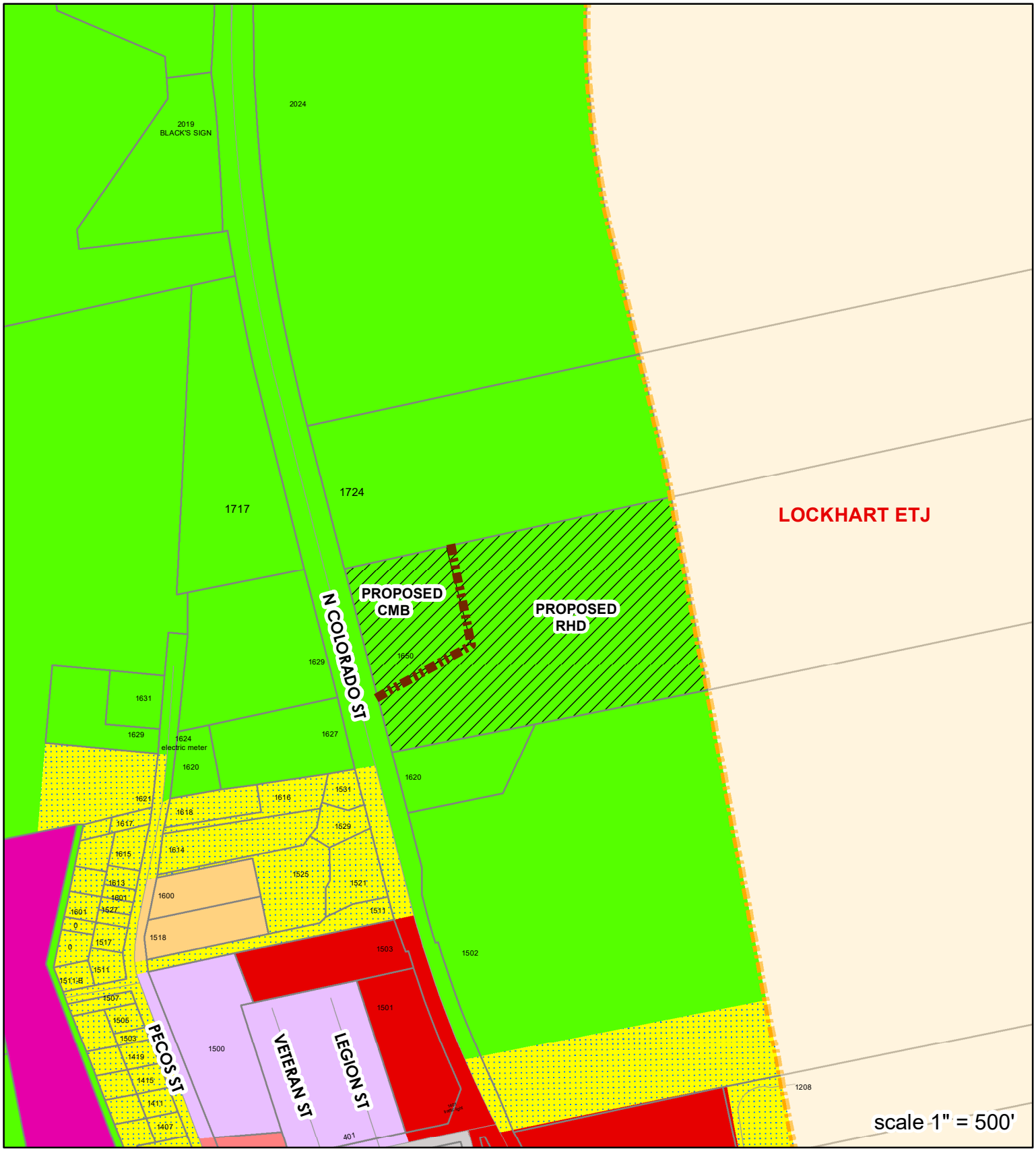
N

SUBJECT PROPERTY

ZONING BOUNDARY

CITY LIMITS

200 FT BUFFER



ZC-22-09

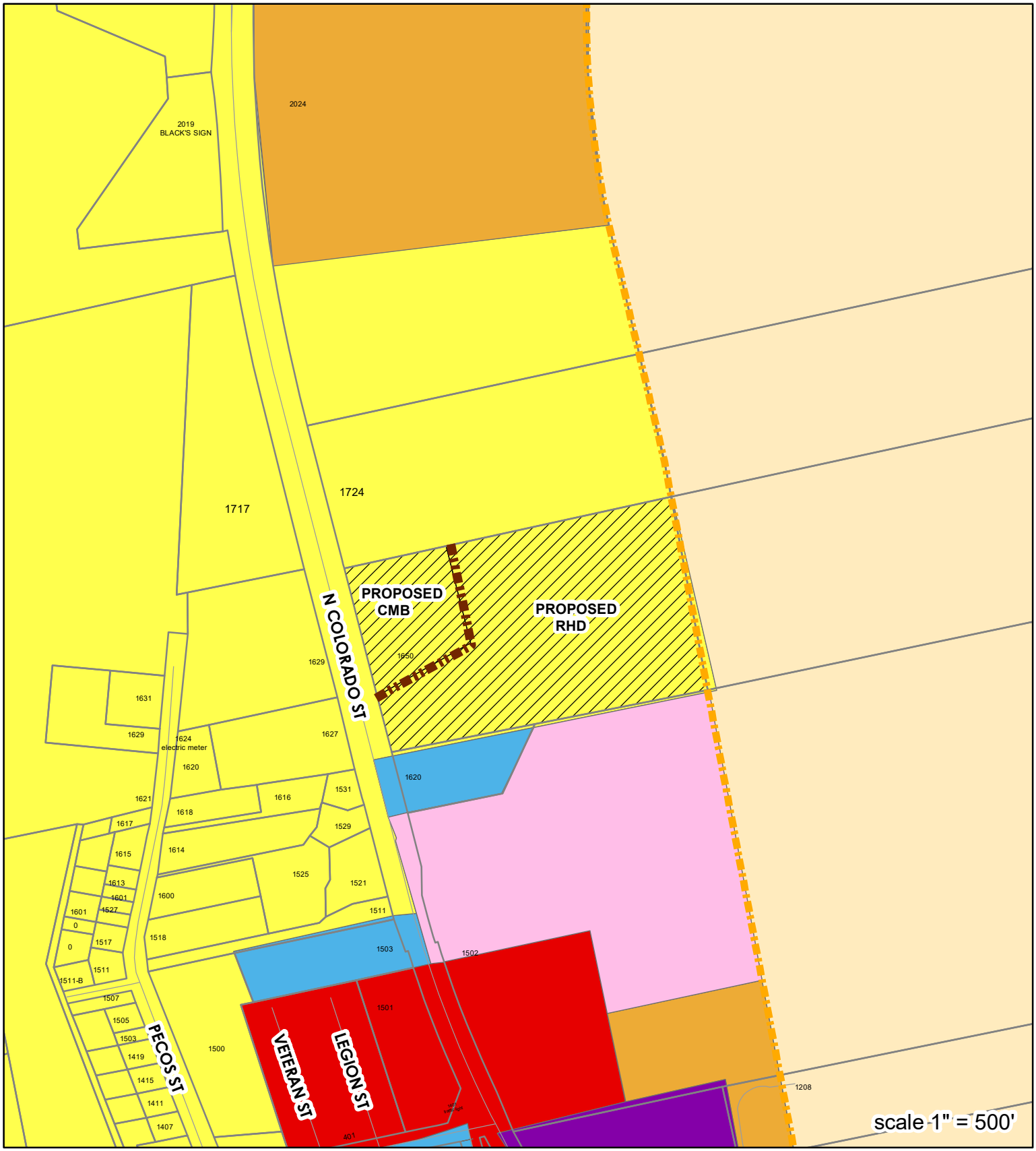
AO TO RHD & CMB

1650 N COLORADO ST (HWY 183)

N

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- COMMERCIAL HEAVY BUSINESS
- COMMERCIAL MEDIUM BUSINESS
- INDUSTRIAL LIGHT
- MANUFACTURED HOME
- PLANNED DEVELOPMENT
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY



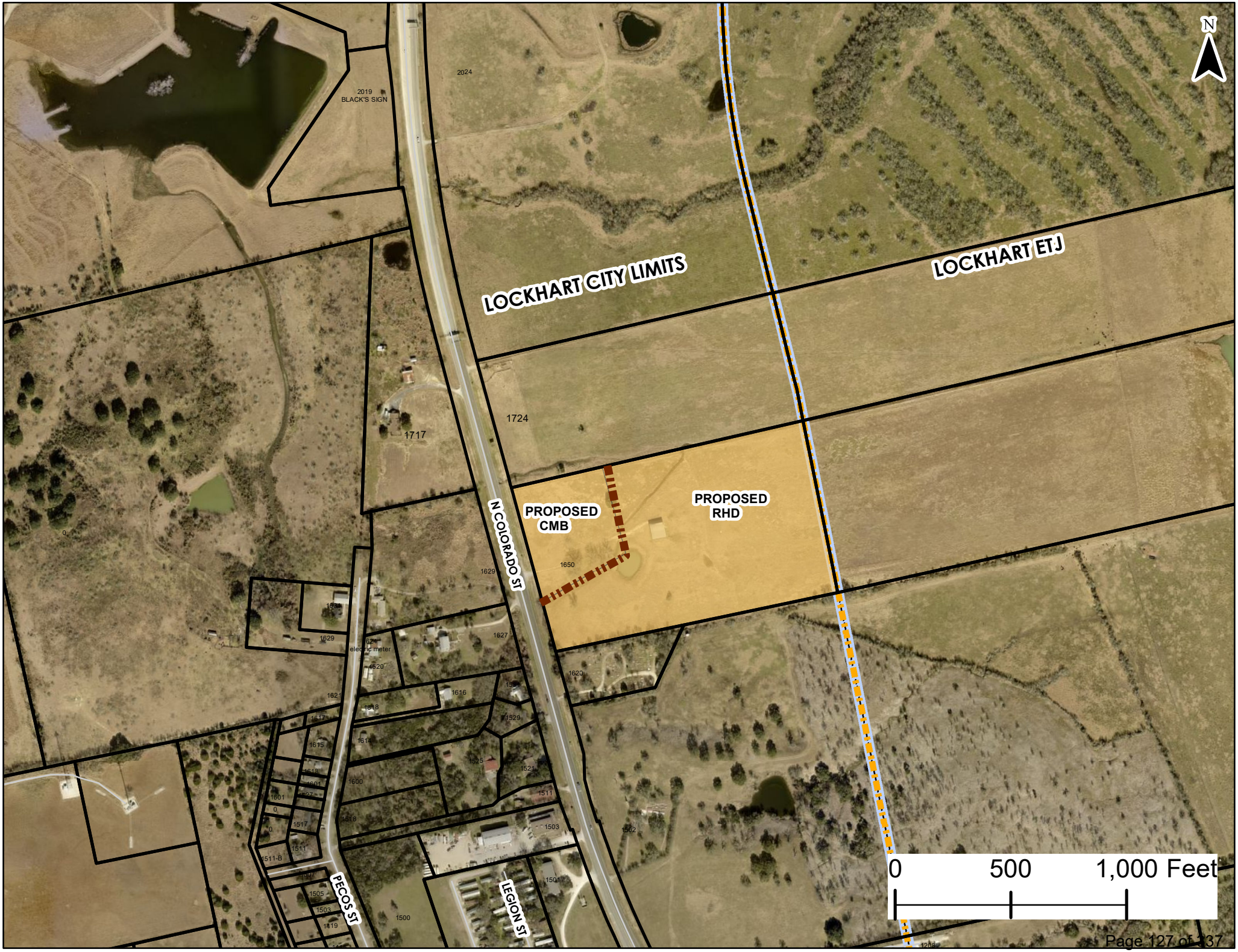
FUTURE LANDUSE

AO TO RHD & CMB

1650 N COLORADO ST (HWY 183)

N

- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- LIGHT-MEDIUM COMMERCIAL
- MIXED RETAIL, OFFICE, RESIDENTIAL
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY


N
LOCKHART CITY LIMITS
LOCKHART ETJ
PROPOSED CMB
PROPOSED RHD
N COLORADO ST
PECOS ST
LEGION ST
2019 BLACK'S SIGN
2024
1717
1724
1650
1629
1627
1620
1616
1529
1525
1521
1511
1503
1502
1500
1601
1615
1517
1511-B
1505
1419
0
0 500 1,000 Feet

PLANNING DEPARTMENT REPORT ZONING CHANGE

CASE SUMMARY

STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-22-09
REPORT DATE: July 14, 2022
PLANNING AND ZONING COMMISSION HEARING DATE: July 13, 2022
CITY COUNCIL HEARING DATE: July 19, 2022
REQUESTED CHANGE: AO to RHD and CMB
STAFF RECOMMENDATION: ***Approval.***
PLANNING AND ZONING COMMISSION RECOMMENDATION: ***Approval***

BACKGROUND DATA

APPLICANT: Chris Bancroft
OWNER: Alma Ewald
SITE LOCATION: 1650 North Colorado Street (US 183)
LEGAL DESCRIPTION: Metes and Bounds
SIZE OF PROPERTY: 23.064 acres inside the city limits
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Low Density Residential*

ANALYSIS OF ISSUES

PREVIOUS ACTION: This item was tabled multiple times previously by the Planning and Zoning Commission and the City Council due to concerns about the lack of wastewater service, and to allow time for the city engineer to conduct a study for determining the size and cost of necessary wastewater line extensions and lift station.

REASON FOR REQUESTED ZONING CHANGE: The purpose of the zoning change is to allow future development of 4.529 acres of general commercial land uses along the Colorado Street frontage, and 18.535 acres of multifamily housing behind the commercial area. Although the tract extends eastward to Plum Creek, the zoning change is only for the portion of the tract that is in the city limits, which is roughly 27 percent of the original tract. There is a pond located in the area proposed to be rezoned, and the Plum Creek floodplain slightly encroaches into the rear of the area proposed to be zoned RHD.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant land	AO	*Low Density Residential*
East	Vacant land	Not zoned	*Agriculture/Rural Development*
South	Small cemetery, Vacant land	AO	*Public and Institutional, Light-Medium Commercial*
West	Sparce single-family residential, Vacant land	AO	*Low Density Residential*

TRANSITION OF ZONING DISTRICTS: The subject property currently does not abut any other residential or commercial zoning, although a concurrent zoning change request for the adjacent property to the north would result in the same RMD and CMB zoning pattern as proposed for the subject tract.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be from Colorado Street, and because of the high speed limit TxDOT will likely require that the developer widen the highway to provide a center left-turn lane and right-turn deceleration lane for any street or driveway intersections into the development. There is a 12" water main along the east side of the highway that is adequate to serve the property. However, the closest wastewater main of sufficient size is located approximately one mile south near the railroad track and Town Branch Creek. The wastewater impact fee CIP does propose a system of wastewater mains extending from that point northward, along with a lift-station, where it would serve the North Colorado Street corridor area, including the subject property. However, because the proposed RHD and CMB zoning classifications in this case would allow a much higher intensity of development than anticipated by the land use assumptions that were the basis of the current impact fee CIP, it was determined in the recently completed wastewater capacity study done by the city engineer that increasing the size of the planned wastewater line extensions and lift station, as well as upsizing the existing trunk main all the way to the treatment plant, will be required. The total cost for all parts of the project is estimated to be $8,909,000, but by eliminating parts of the project that will not benefit the properties currently being proposed to be rezoned along North Colorado Street, and subtracting City contributions of EDA grant and wastewater impact fee funds, the amount remaining that will need to be provided by developers to serve all of the proposed developments is $4,914,000. It has not yet been established how to equitably allocate the responsibility for funding from the multiple proposed developments along the east side of North Colorado Street. Without such a mechanism, the first development that needs wastewater service will have to pay the full amount. No time-frame has been established for completion of design and construction of the project yet because it requires coordination with one or more developers to pay for the project. All developments will also have to provide their own gravity wastewater line extensions to the City's lift station that is included in the project. A map showing the various segments of the proposed wastewater projects in the north part of the city is attached.

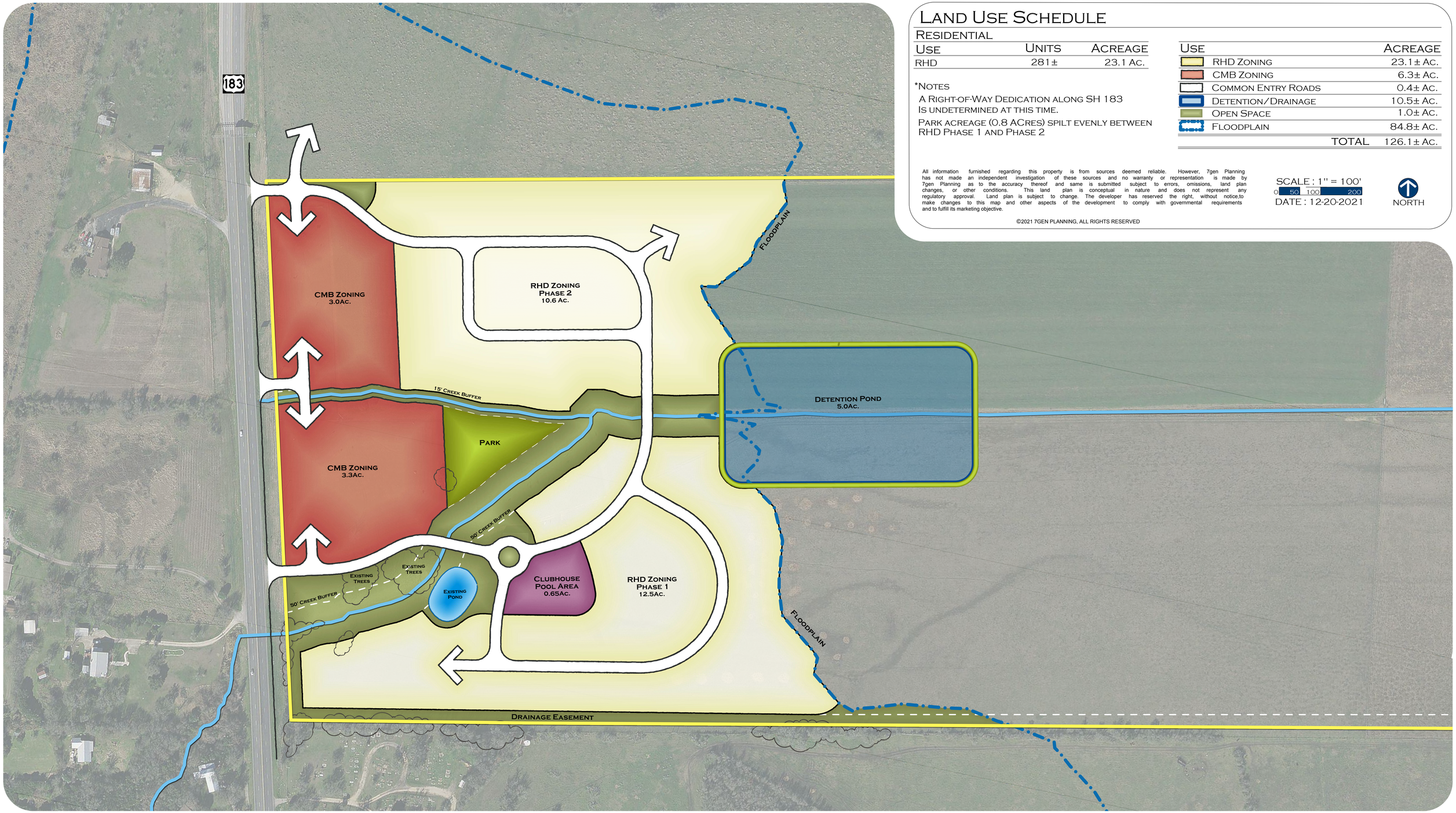
POTENTIAL NEIGHBORHOOD IMPACT: The subject property is in a largely undeveloped area of the city where there are no immediate neighbors that would be impacted by development allowed by the proposed zoning district classifications. A regional impact will be additional traffic on North Colorado Street, but that is bound to occur where there is potential for additional development, and it can be mitigated by a center turn lane and right-turn deceleration lanes. The applicant submitted the attached concept plan that includes both properties that are proposed to be rezoned.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD and CMB zoning classifications are ***not*** consistent with the *Low Density Residential* future land use designation shown on the Land Use Plan map. However, it should be noted that the majority of the owner's original tract is in the floodplain and not suitable for development. If the potential number of dwelling units allowed in the request area to be rezoned to RHD were spread out across the original tract, it would be a much lower density.

ALTERNATIVE CLASSIFICATIONS: The only zoning classification that would be consistent with the Land Use Plan map is the *RLD Residential Low Density District*.

RESPONSE TO NOTIFICATION: Citizens who previously appeared at the Planning and Zoning Commission public hearing expressed concerns about flooding on the subject property, additional runoff from the property as a result of development, and traffic hazards due to the high speed limit on Colorado Street in that area.

STAFF RECOMMENDATION: The city engineer's study is complete, and we know how much we'll need to rely on developer contributions to pay for the necessary wastewater line project ending at the northwest corner of the adjacent tract at 1724 North Colorado Street. The applicant stated at the Planning and Zoning Commission hearing that they are prepared to help pay for the wastewater project. Improvements to the City wastewater system to serve this area will be feasible only with the assistance of developers, and if the system can be constructed as determined by the city engineer, it will be able to support the increased land use intensities being proposed. Approval will not short-circuit the normal development process because a subdivision plat cannot be recorded, and the property will not be able to be developed in any way, until adequate wastewater service is available, which can occur only after the necessary infrastructure is designed and constructed. Therefore, staff recommends ***Approval*** of the zoning change to RHD and CMB.



Land Use Schedule

Residential

Use	Units	Acreage
RHD	281±	23.1 Ac.

*Notes

A Right-of-Way Dedication along SH 183 Is undetermined at this time.

Park acreage (0.8 ACres) spilt evenly between RHD Phase 1 and Phase 2

Use	Acreage
RHD Zoning	23.1± Ac.
CMB Zoning	6.3± Ac.
Common Entry Roads	0.4± Ac.
Detention/Drainage	10.5± Ac.
Open Space	1.0± Ac.
Floodplain	84.8± Ac.
TOTAL	126.1± Ac.

All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

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SCALE : 1" = 100'
0 50 100 200
DATE : 12-20-2021

NORTH

Texas Multifamily Capital, LLC

Lockhart SH 183 Tract

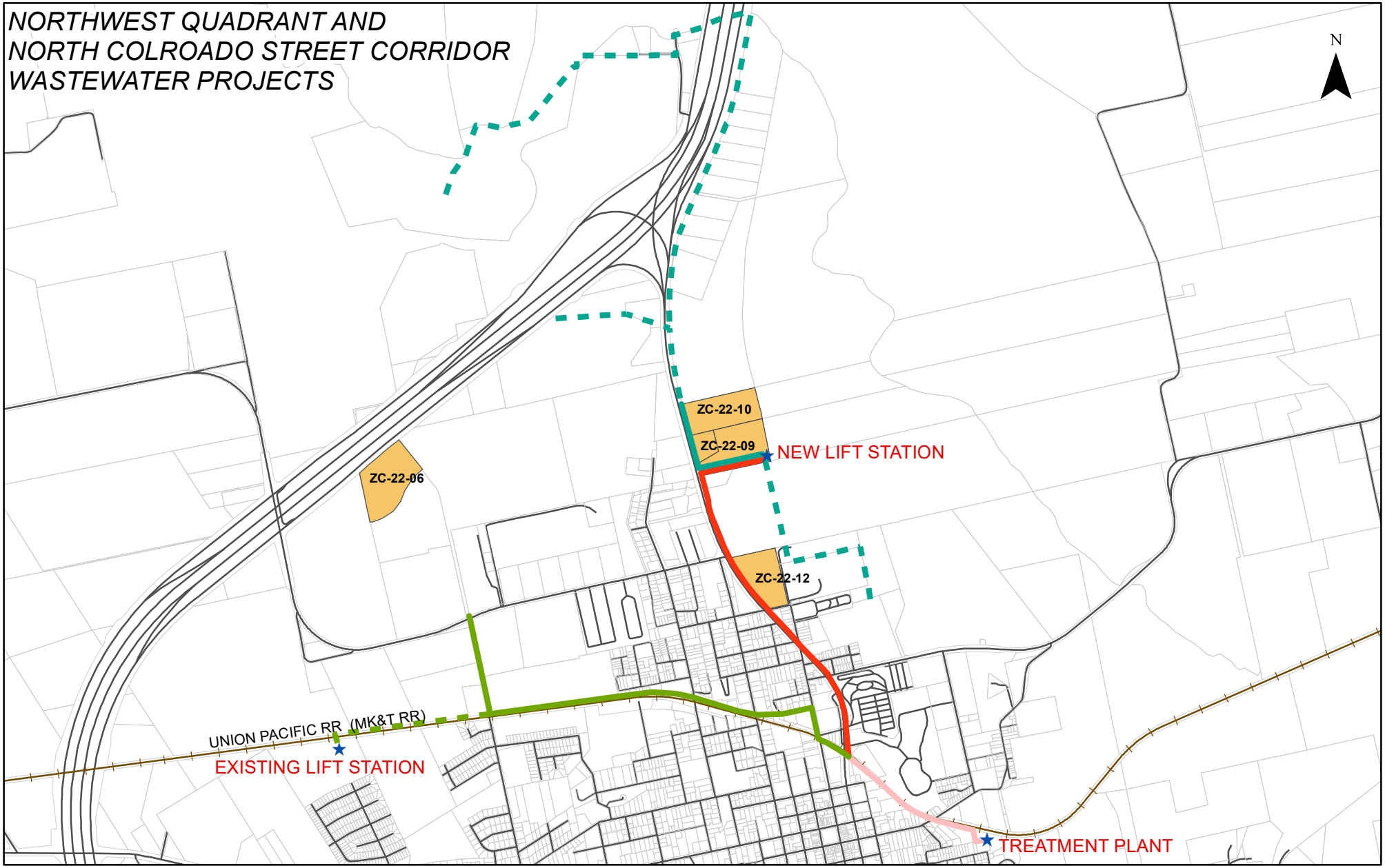
126.1± acres within Lockhart, Texas

Conceptual Master Plan C

7gen PLANNING
Planning & Landscape Architecture
2107 CityWest Blvd. Suite 400
Houston, Texas 77042
713.343.0394
9050 N Capital of Tx Hwy., Bldg. 3, Suite 390
Austin, Texas 78759
512.646.3454

Drawing: L:\02_LAND PLANNING\CLIENTS\Texas Multifamily Capital\2021254-PN-00_Lockhart LaFarella Tract\04_Land Planning\003_Conceptual Master Plan\Lockhart LaFarella_Con C.dwg
Last Modified:
Plot Date/Time: Jul 12, 2021 - 14:40
Plot Scale: Jul 12, 2021 - 14:34

NORTHWEST QUADRANT AND NORTH COLROADO STREET CORRIDOR WASTEWATER PROJECTS



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.

0 0.425 0.85 Miles

Map Legend

- GRAVITY FLOW NORTH
- GRAVITY FLOW NORTHWEST
- FORCE MAIN
- TRUNK MAIN

ZONING CHANGE APPLICATION

CITY OF Lockhart

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

APPLICANT/OWNER

APPLICANT NAME Chris Bancroft
ADDRESS 1515 S. Capital of Texas Hwy
Suite 405
Austin, TX 78746

DAY-TIME TELEPHONE 512-705-0212

E-MAIL chris.b@texasmfc.com

OWNER NAME Alma Ewald
ADDRESS 1609 MEADOW LN
LOCKHART, TX 78644-3801

DAY-TIME TELEPHONE

E-MAIL

PROPERTY

ADDRESS OR GENERAL LOCATION 1650 N. Colorado St. Lockhart, Tx 78644

LEGAL DESCRIPTION (IF PLATTED) Metes and Bounds

SIZE 23.06 ACRE(S) LAND USE PLAN DESIGNATION Residential, Low Density

EXISTING USE OF LAND AND/OR BUILDING(S) Agricultural - Open Space

PROPOSED NEW USE, IF ANY Commercial, Residential

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION AO

TO PROPOSED ZONING CLASSIFICATION RHD, CMB

REASON FOR REQUEST To allow for future development of general commercial and apartment housing

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 $ 611.20 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

$170 + ($20 x 22.06) = $611.20

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 3/2/22

OFFICE USE ONLY

ACCEPTED BY Dan Gibson RECEIPT NUMBER 440273

DATE SUBMITTED 3-2-22 CASE NUMBER ZC - 22 - 09

DATE NOTICES MAILED 3-8-22 DATE NOTICE PUBLISHED 3-10-22

PLANNING AND ZONING COMMISSION MEETING DATE 3-23-22

PLANNING AND ZONING COMMISSION RECOMMENDATION Tabled to 5-25-22. Tabled to 7-13-22 Approval 7-13-22

CITY COUNCIL MEETING DATE 4-5-22

DECISION Tabled to 6-7-22. 6-7-22 Tabled to 7-19-22

February 2, 2022

Texas Multifamily Capital, LLC
5900 Balcones Drive, Suite 100
Austin, Texas 78731

Subject: Entitlement of the following property ("Property")
1650 N. Colorado Lockhart, TX 78644
Alma Ewald

Dear Texas Multifamily Capital, LLC:

I, Alma Ewald, owner of the above referenced Property, authorize you, and more specifically **Christopher Bancroft** and **Matthew Chase**, as well as any agents and consultants appointed by you, to act as my **Agent** to submit applications, drawings, zoning changes, and other applicable documents for the purpose of obtaining approval from the City of Lockhart for a zoning change and associated permits related to the proposed purchase of the Property by you, and subsequent development by you.

Sincerely,

Alma Ewald

Printed Name: Alma Ewald

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Continue a PUBLIC HEARING on application ZC-22-10 by Chris Bancroft on behalf of Ernest Ewald, Jr., and discussion and/or action to consider Ordinance 2022-32, for a **Zoning Change** from *AO Agricultural--Open Space District* to 12.262 acres *RHD Residential High Density District* and 3.644 acres *CMB Commercial Medium Business District* on 15.906 acres in the Byrd Lockhart League, Abstract No. 17, located at 1724 North Colorado Street (US 183). TABLED 6-7-22

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The purpose of the zoning change is to allow future development of 3.644 acres of general commercial land uses along the Colorado Street frontage, and 12.262 acres of multifamily housing behind the commercial area. Although the tract extends eastward to Plum Creek, the zoning change is only for the portion of the tract that is in the city limits, which is roughly 36 percent of the original tract. The Plum Creek floodplain encroaches slightly into the rear of the area proposed to be zoned RHD. This item was tabled multiple times by the Planning and Zoning Commission and City Council due to concerns about the lack of wastewater service in the North Colorado Street corridor, and to allow time for the city engineer to conduct a study for determining the size and cost of necessary wastewater line extensions. The proposed RHD and CMB zoning classifications are ***not*** consistent with the Low Density Residential future land use designation shown on the land use plan map. Applications for zoning changes such as this increase potential land use intensities in the area above those anticipated by the comprehensive plan. The current wastewater impact fee CIP does include wastewater infrastructure that would serve this area, but the sizes of the lines were based on the land use assumptions that were used to develop the CIP. It was determined in the recently completed wastewater capacity study done by the city engineer that increasing the size of the planned wastewater line extension and lift station, as well as upsizing the existing trunk main all the way to the treatment plant, will be required. The total estimated cost of the project is $8,909,000. However, after subtracting City contributions of EDA grant and wastewater impact fee funds, the amount remaining that will need to be provided by developers to serve all of the proposed developments is $4,914,000. The attached staff report contains more complete information. Also attached is a map showing the various segments of the proposed wastewater projects in the north part of the city.

PROJECT SCHEDULE (if applicable): Not applicable.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable): Not applicable.

PREVIOUS COUNCIL ACTION: This item was previously tabled by the Council on April 5th and June 7th.

COMMITTEE/BOARD/COMMISSION ACTION: At their July 13th meeting, the Planning and Zoning Commission voted unanimously to recommend APPROVAL.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends APPROVAL of Ordinance 2022-32 rezoning 15.906 acres located at 1724 North Colorado Street from AO to 12.262 acres RHD and 3.644 acres CMB.

LIST OF SUPPORTING DOCUMENTS: zc2210 ordinance, zc2210 exhibit A, 21-9147 1724 North Colorado CAD_7gen Zoning Boundaries_11x17, ZC2210 case map, ZC2210 zoning, ZC2210 future landuse, ZC2210 aerial, zc2210 staff report for 7-19-22 CC, 1650-1724 N. Colorado St. development layout, NW N COLORADO WASTEWATER PROJECTS, zc2210 application and owner's letter

ORDINANCE 2022-32

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 15.906 ACRES IN THE BYRD LOCKHART LEAGUE, ABSTRACT NO. 17, LOCATED AT 1724 NORTH COLORADO STREET (US 183), FROM AO AGRICUTURAL–OPEN SPACE DISTRICT TO 12.262 ACRES RHD RESIDENTIAL HIGH DENSITY DISTRICT AND 3.644 ACRES CMB COMMERCIAL MEDIUM BUSINESS DISTRICT.

WHEREAS, on July 13, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

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

II. The above-referenced property described in Zoning Change request ZC-22-10 as 15.906 acres in the Byrd Lockhart League, Abstract No. 17, more particularly described in Exhibit "A" and located at 1724 North Colorado Street (US 183), will be reclassified from AO Agricultural–Open Space District to 12.262 acres RHD Residential High Density District and 3.644 acres CMB Commercial Medium Business District.

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

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

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

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

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 19th DAY OF JULY, 2022.

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____

Monte Akers, City Attorney

EXHIBIT "A"

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

CMB ZONING DISTRICT
1724 NORTH COLORADO STREET, LOCKHART, TEXAS

A 3.644 ACRES OF LAND MORE OR LESS FOR THE CMB ZONING DISTRICT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE EAST RIGHT OF WAY LINE OF U.S HIGHWAY NO. 183 (A.K.A. NORTH COLORADO STREET), SAID CORNER BEING SITUATED IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE 640.3 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTH LINE OF THE BYRD LOCKHART LEAGUE;

THENCE N77°43'40"E, A DISTANCE OF 300.00';

THENCE S14°26'28"E, A DISTANCE OF 530.24';

THENCE S77°58'12"W, A DISTANCE OF 300.00';

THENCE N14°26'48"W, A DISTANCE OF 528.97' TO THE TRUE POINT OF BEGINNING.

RHD ZONING DISTRICT
1724 NORTH COLORADO STREET, LOCKHART, TEXAS

A 12.262 ACRES OF LAND MORE OR LESS FOR THE RHD ZONING DISTRICT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND IN THE EAST RIGHT OF WAY LINE OF U.S HIGHWAY NO. 183 (A.K.A. NORTH COLORADO STREET), SAID CORNER BEING SITUATED IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE 640.3 FEET FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE NORTH LINE OF THE BYRD LOCKHART LEAGUE;

LEAVING SAID CORNER N77°43'40"E A DISTANCE OF 300.00' TO THE POINT OF BEGINNING;

THENCE S14°26'28"E, A DISTANCE OF 530.24';

THENCE N77°58'12"E, A DISTANCE OF 994.32';

THENCE N10°39'56"W, A DISTANCE OF 110.12';

THENCE N13°15'51"W, A DISTANCE OF 373.31';

THENCE S77°43'40W", A DISTANCE OF 1010.13' TO THE TRUE POINT OF BEGINNING.

STATE OF TEXAS
REGISTERED
BRADLEY G. WELLS
5499
PROFESSIONAL
LAND SURVEYOR

TEXAS FIRM REGISTRATION NO.: 10194275

524 W. SYCAMORE ST, SUITE 4 • FAYETTEVILLE / ARKANSAS • 72703
PHONE: 479-443-4506 • FAX: 479-582-1883

Land Use Schedule

Lockhart City Limits

Proposed Use	Acreage
CMB	3.644 Ac.
RHD	12.262 Ac.
Subtotal	15.906 Ac.
ETJ	
Current Use	**Acreage**
ETJ	27.813± Ac.
Overall Total	43.719 Ac.

SCALE : 1" = 400'

0 200 400 800

DATE : 03-02-2022

NORTH

All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

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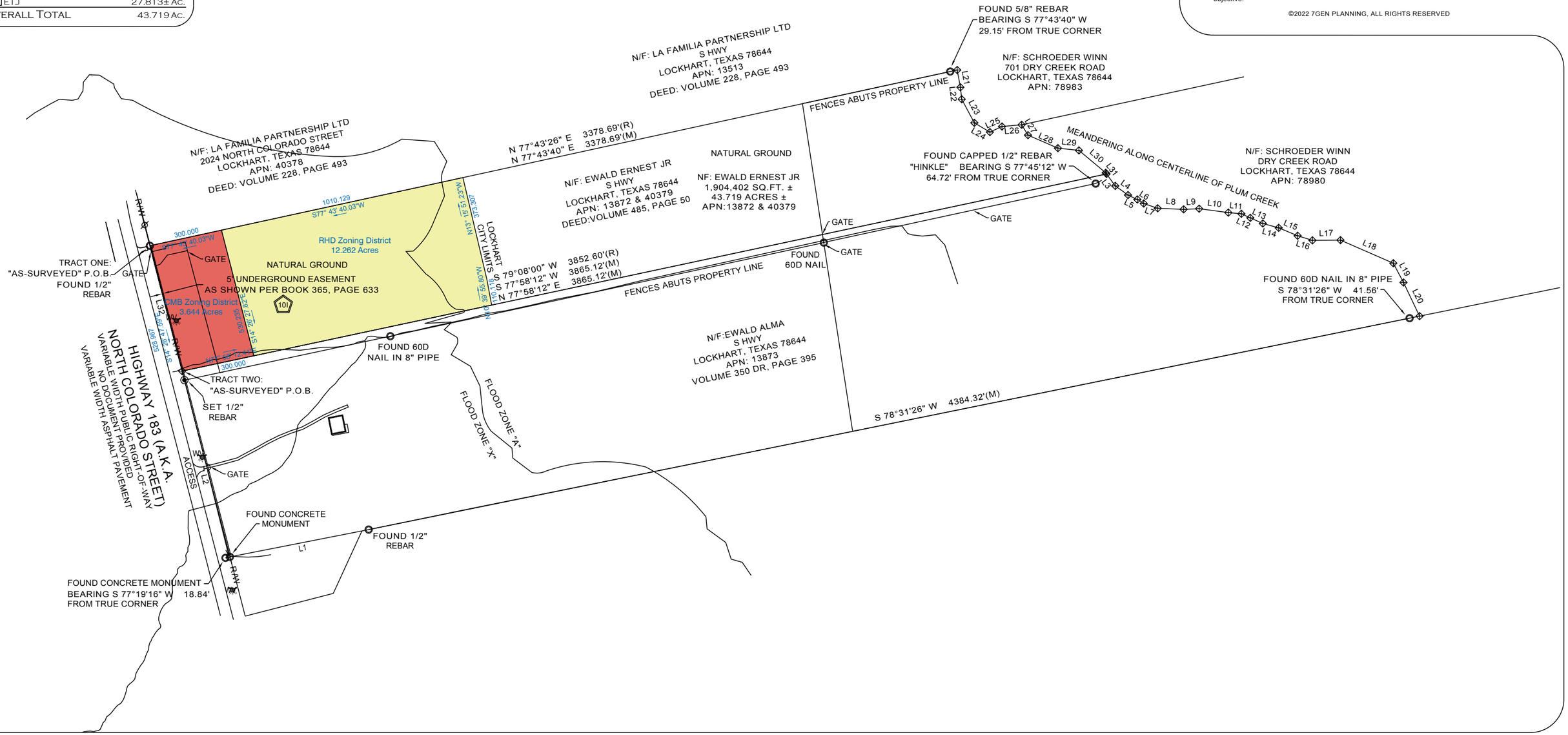
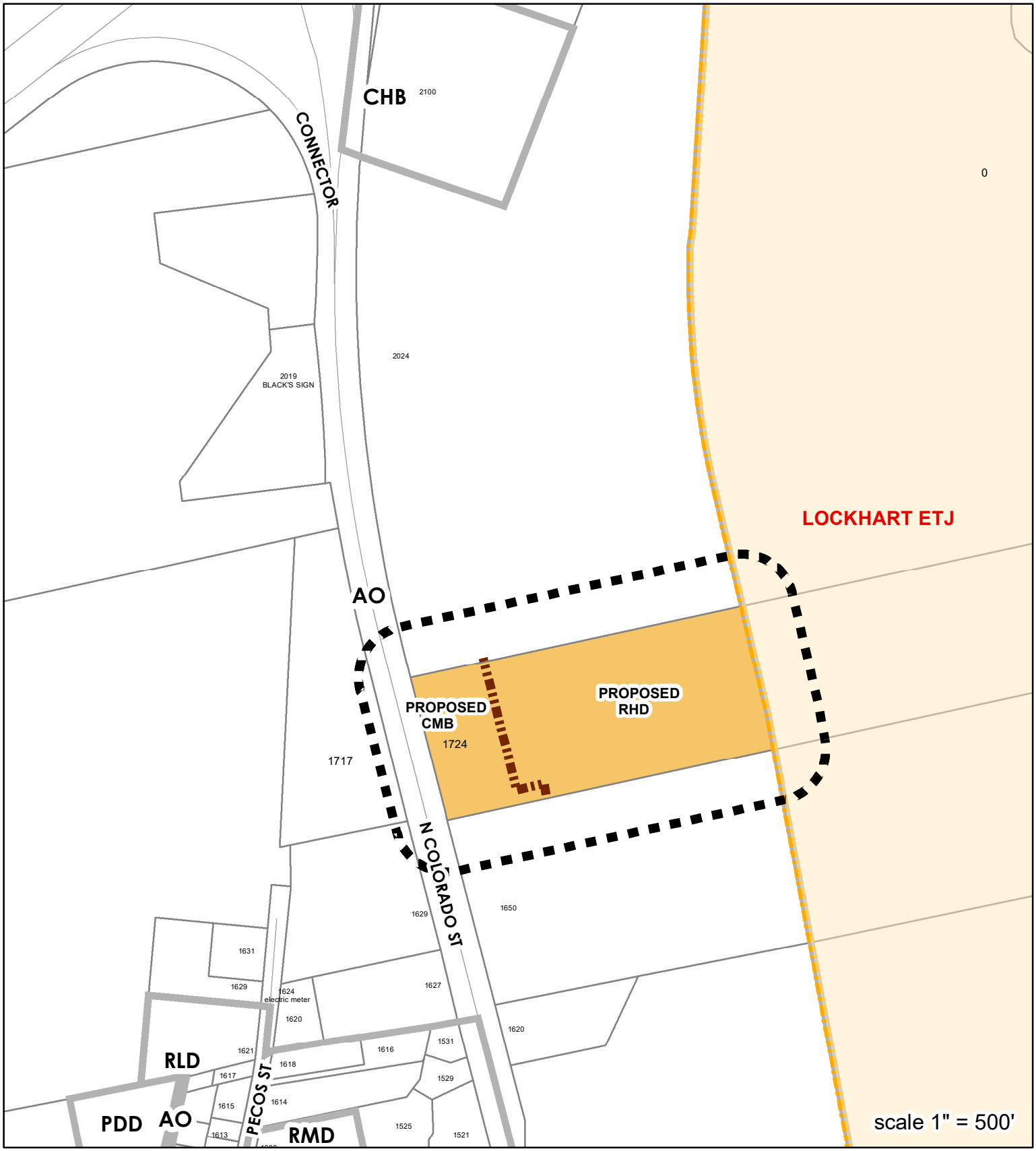


Texas Mult-Family Capital

Requested Rezoning Boundary

1724 North Colorado Street
Lockhart, Texas 78644

7gen PLANNING
Planning & Landscape Architecture
2107 CityWest Blvd. Suite 400
Houston, Texas 77042
713.343.0394
9050 N Capital of Tx Hwy., Bldg. 3, Ste 390
Austin, Texas 78759
512.646.3454



ZC-22-10

AO TO RHD & CMB

1724 N COLORADO ST (HWY 183)

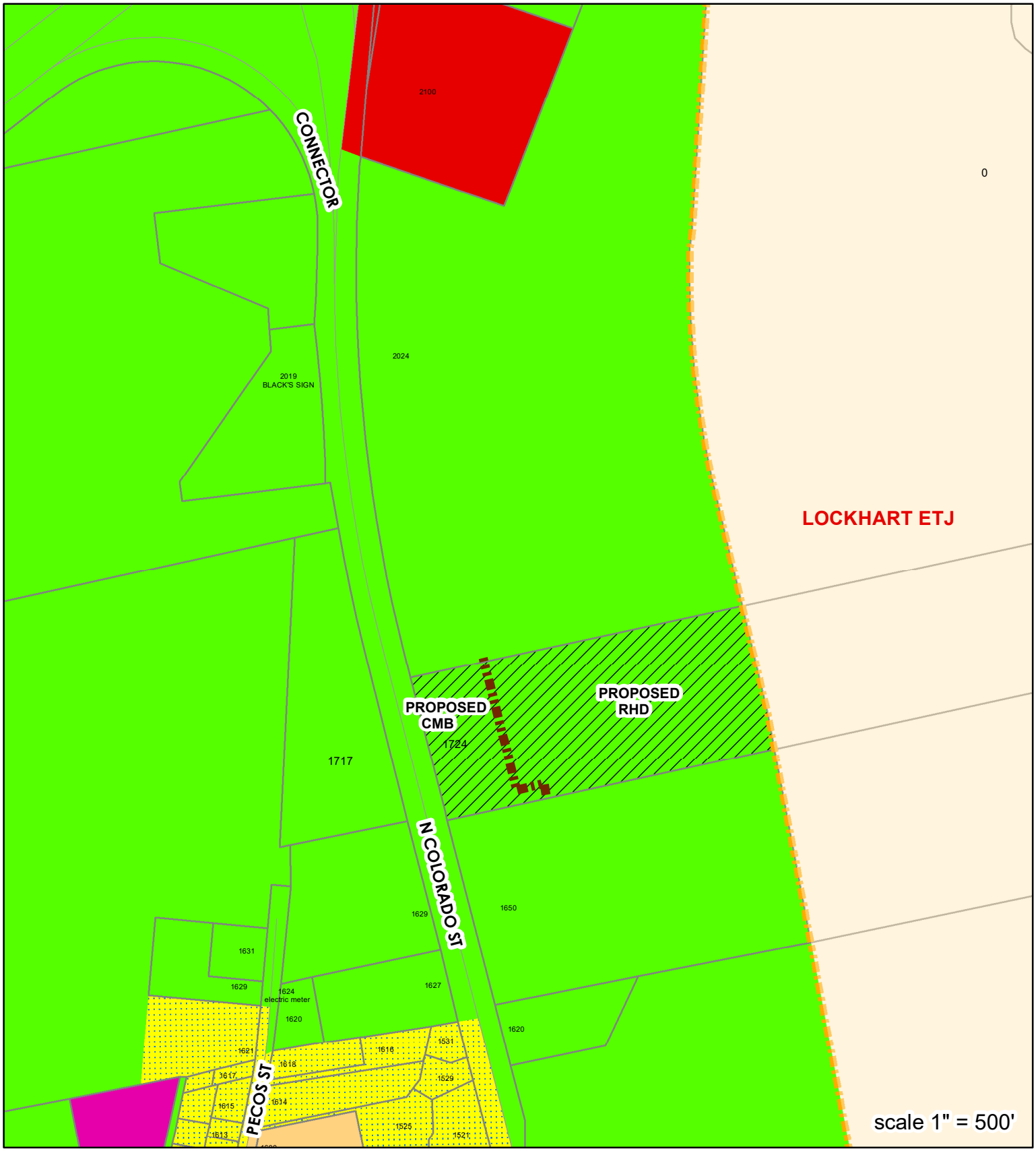
N

SUBJECT PROPERTY

ZONING BOUNDARY

CITY LIMITS

200 FT BUFFER



ZC-22-10

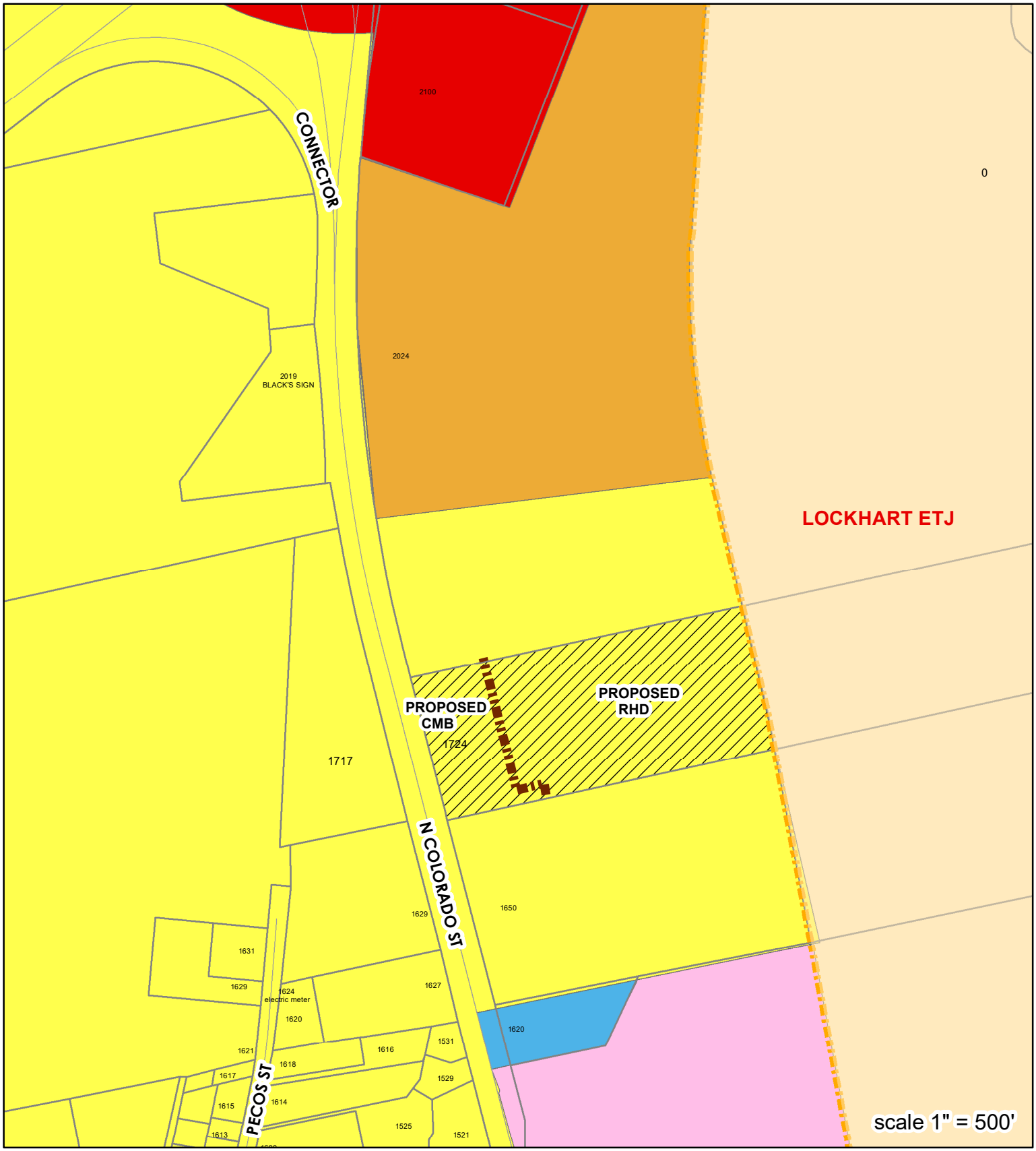
AO TO RHD & CMB

1724 N COLORADO ST (HWY 183)

N

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- COMMERCIAL HEAVY BUSINESS
- PLANNED DEVELOPMENT
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY



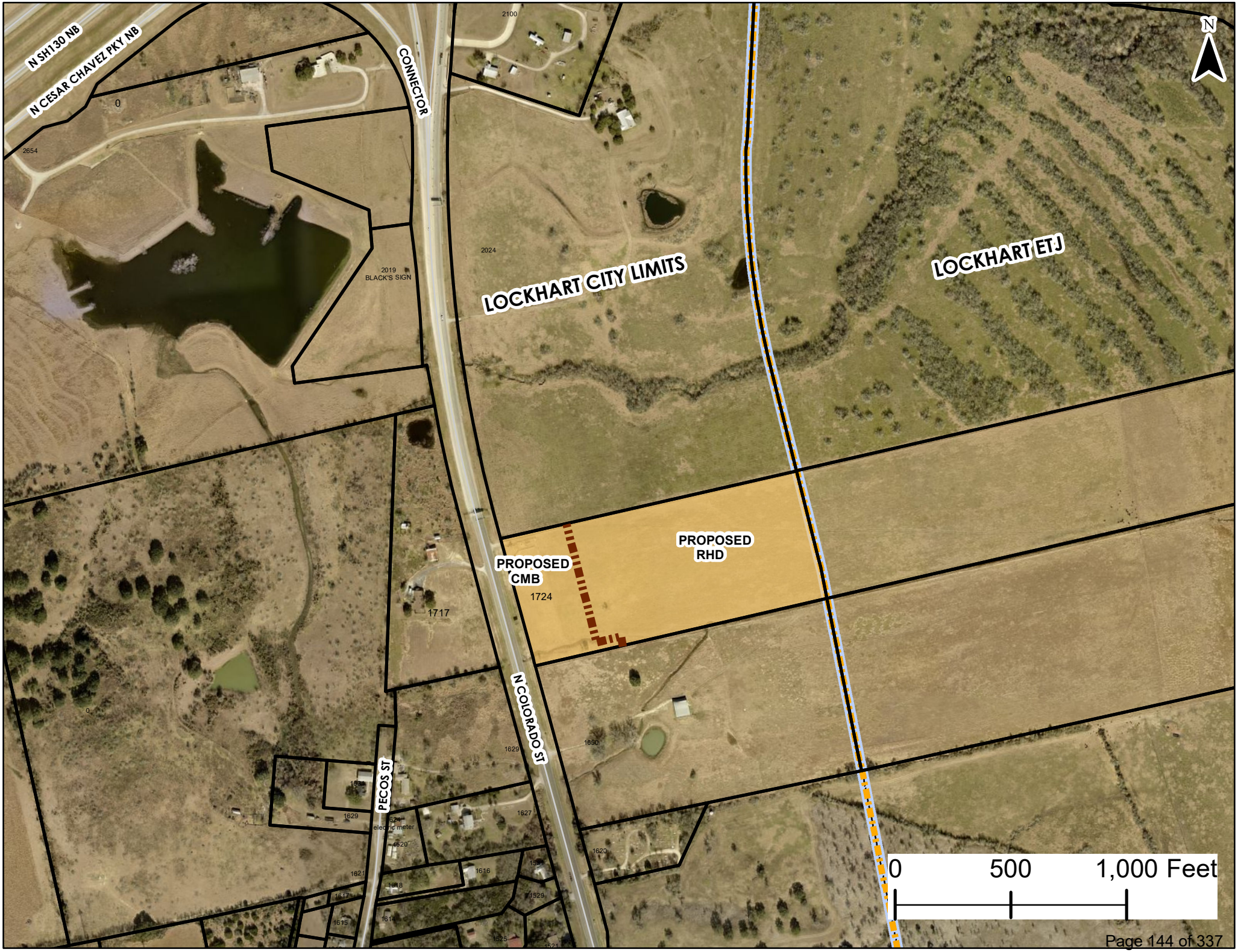
FUTURE LANDUSE

AO TO RHD & CMB

1724 N COLORADO ST (HWY 183)

N

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


N SH130 NB
N CESAR CHAVEZ PKY NB
CONNECTOR
2100
0
2654
2019
BLACK'S SIGN
2024
LOCKHART CITY LIMITS
LOCKHART ETJ
PROPOSED
RHD
PROPOSED
CMB
1724
1717
N COLORADO ST
PECOS ST
1629
1630
1627
1620
1616
1529
1525
N
0
500
1,000 Feet

PLANNING DEPARTMENT REPORT ZONING CHANGE

CASE SUMMARY

STAFF: Dan Gibson, City Planner CASE NUMBER: ZC-22-10
REPORT DATE: July 14, 2022
PLANNING AND ZONING COMMISSION HEARING DATE: July 13, 2022
CITY COUNCIL HEARING DATE: July 19, 2022
REQUESTED CHANGE: AO to RHD and CMB
STAFF RECOMMENDATION: ***Approval***
PLANNING AND ZONING COMMISSION RECOMMENDATION: ***Approval***

BACKGROUND DATA

APPLICANT: Chris Bancroft
OWNER: Ernest Ewald, Jr.
SITE LOCATION: 1724 North Colorado Street (US 183)
LEGAL DESCRIPTION: Metes and Bounds
SIZE OF PROPERTY: 15.906 acres inside the city limits
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Low Density Residential*

ANALYSIS OF ISSUES

PREVIOUS ACTION: This item was tabled multiple times previously by the Planning and Zoning Commission and the City Council due to concerns about the lack of wastewater service, and to allow time for the city engineer to conduct a study for determining the size and cost of necessary wastewater line extensions and lift station.

REASON FOR REQUESTED ZONING CHANGE: The purpose of the zoning change is to allow future development of 3.644 acres of general commercial land uses along the Colorado Street frontage, and 12.262 acres of apartment housing behind the commercial area. Although the tract extends eastward to Plum Creek, the zoning change is only for the portion of the tract that is in the city limits, which is roughly 36 percent of the original tract. The Plum Creek floodplain slightly encroaches into the rear of the area proposed to be zoned RHD.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant land	AO	*Low Density Residential, Medium Density Residential*
East	Vacant land	Not zoned	*Agriculture/Rural Development*
South	Vacant land	AO	*Low Density Residential*
West	Single-family dwelling and accessory buildings, Vacant land	AO	*Low Density Residential*

TRANSITION OF ZONING DISTRICTS: The subject property currently does not abut any other residential or commercial zoning, although a concurrent zoning change request for the adjacent property to the south would result in the same RMD and CMB zoning pattern as proposed for the subject tract.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be from Colorado Street, and because of the high speed limit TxDOT will likely require that the developer widen the highway to provide a center left-turn lane and right-turn deceleration lane for any street or driveway intersections into the development. There is a 12" water main along the east side of the highway that is adequate to serve the property. However, the closest wastewater main of sufficient size is located over one mile south near the railroad track and Town Branch Creek. The wastewater impact fee CIP does propose a system of wastewater mains extending from that point northward, along with a lift-station, where it would serve the North Colorado Street corridor area, including the subject property. However, because the proposed RHD and CMB zoning classifications in this case would allow a much higher intensity of development than anticipated by the land use assumptions that were the basis of the current impact fee CIP, it was determined in the recently completed wastewater capacity study done by the city engineer that increasing the size of the planned wastewater line extensions and lift station, as well as upsizing the existing trunk main all the way to the treatment plant, will be required. The total cost for all parts of the project is estimated to be $8,909,000, but by eliminating parts of the project that will not benefit the properties currently being proposed to be rezoned along North Colorado Street, and subtracting City contributions of EDA grant and wastewater impact fee funds, the amount remaining that will need to be provided by developers to serve all of the proposed developments is $4,914,000. It has not yet been established how to equitably allocate the responsibility for funding from the multiple proposed developments along the east side of North Colorado Street. Without such a mechanism, the first development that needs wastewater service will have to pay the full amount. No time-frame has been established for completion of design and construction of the project yet because it requires coordination with one or more developers to pay for the project. All developments will also have to provide their own gravity wastewater line extensions to the City's lift station that is included in the project. A map showing the various segments of the proposed wastewater projects in the north part of the city is attached.

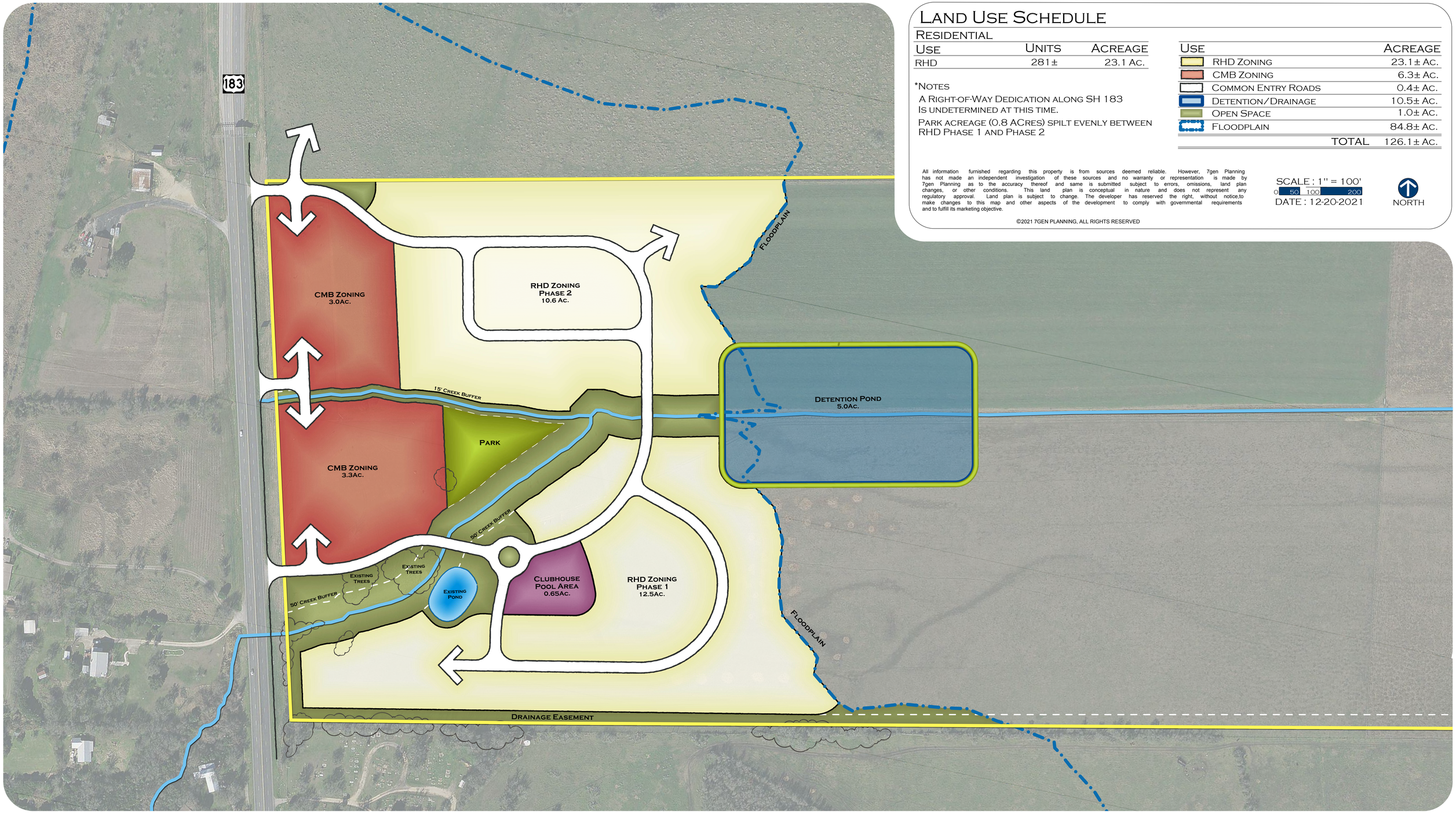
POTENTIAL NEIGHBORHOOD IMPACT: The subject property is in a largely undeveloped area of the city where there are no immediate neighbors that would be impacted by development allowed by the proposed zoning district classifications. A regional impact will be additional traffic on North Colorado Street, but that is bound to occur where there is potential for additional development, and it can be mitigated by a center turn lane and right-turn deceleration lanes. The applicant submitted the attached concept plan that includes both properties that are proposed to be rezoned.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD and CMB zoning classifications are ***not*** consistent with the *Low Density Residential* future land use designation shown on the Land Use Plan map. However, it should be noted that the majority of the owner's original tract is in the floodplain and not suitable for development. If the potential number of dwelling units allowed in the request area to be rezoned to RHD were spread out across the original tract, it would be a much lower density.

ALTERNATIVE CLASSIFICATIONS: The only zoning classification that would be consistent with the Land Use Plan map is the *RLD Residential Low Density District*.

RESPONSE TO NOTIFICATION: Citizens who previously appeared at the Planning and Zoning Commission public hearing expressed concerns about flooding on the subject property, additional runoff from the property as a result of development, and traffic hazards due to the high speed limit on Colorado Street in that area.

STAFF RECOMMENDATION: The city engineer's study is complete, and we know how much we'll need to rely on developer contributions to pay for the necessary wastewater line project ending at the northwest corner of the adjacent tract at 1724 North Colorado Street. The applicant stated at the Planning and Zoning Commission hearing that they are prepared to help pay for the wastewater project. Improvements to the City wastewater system to serve this area will be feasible only with the assistance of developers, and if the system can be constructed as determined by the city engineer, it will be able to support the increased land use intensities being proposed. Approval will not short-circuit the normal development process because a subdivision plat cannot be recorded, and the property will not be able to be developed in any way, until adequate wastewater service is available, which can occur only after the necessary infrastructure is designed and constructed. Therefore, staff recommends ***Approval*** of the zoning change to RHD and CMB.



Land Use Schedule

Residential

Use	Units	Acreage
RHD	281±	23.1 Ac.

*Notes

A Right-of-Way Dedication along SH 183 Is undetermined at this time.

Park acreage (0.8 ACres) spilt evenly between RHD Phase 1 and Phase 2

Use	Acreage
RHD Zoning	23.1± Ac.
CMB Zoning	6.3± Ac.
Common Entry Roads	0.4± Ac.
Detention/Drainage	10.5± Ac.
Open Space	1.0± Ac.
Floodplain	84.8± Ac.
TOTAL	126.1± Ac.

All information furnished regarding this property is from sources deemed reliable. However, 7gen Planning has not made an independent investigation of these sources and no warranty or representation is made by 7gen Planning as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

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SCALE : 1" = 100'
0 50 100 200
DATE : 12-20-2021

NORTH

Texas Multifamily Capital, LLC

Lockhart SH 183 Tract

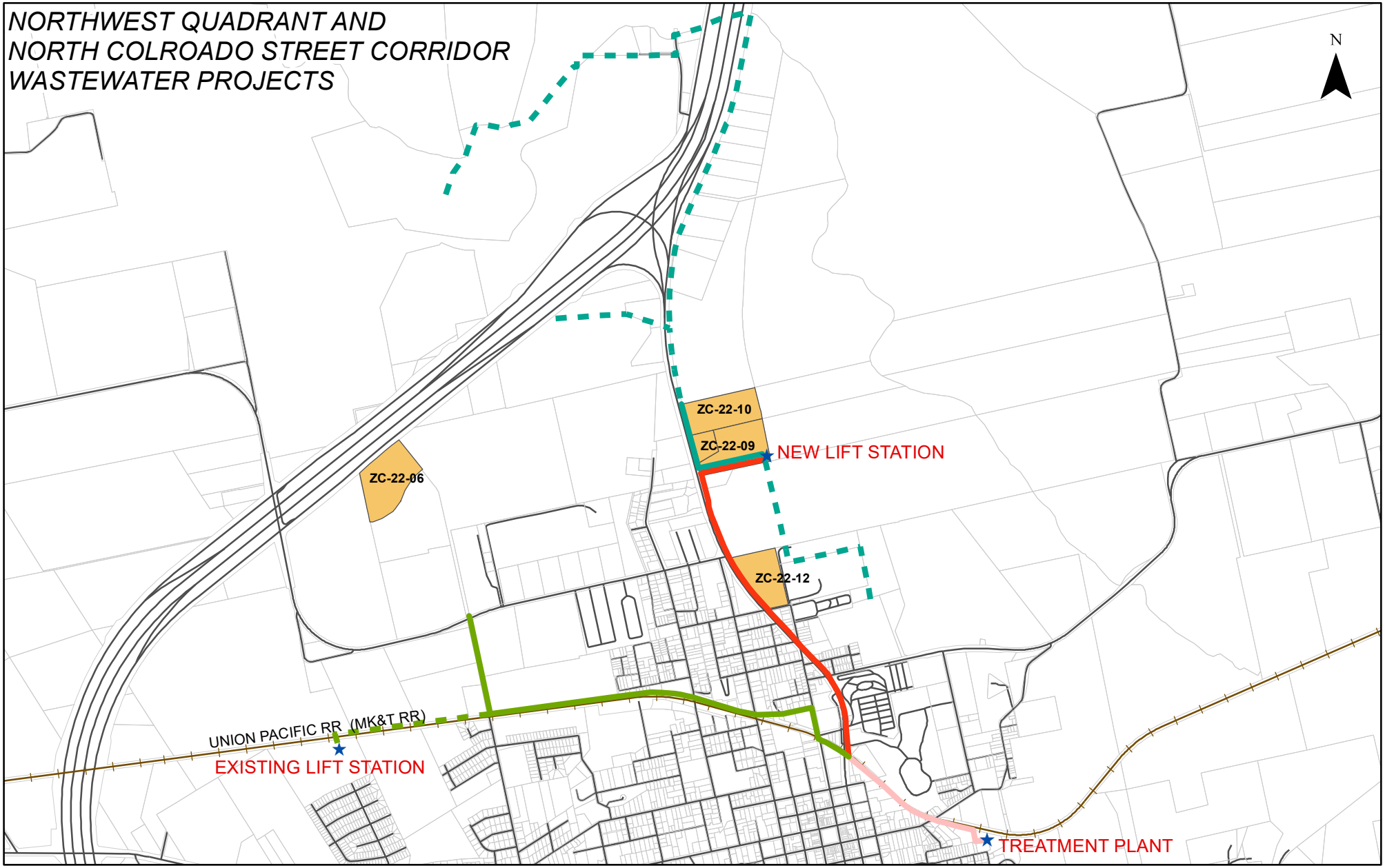
126.1± acres within Lockhart, Texas

Conceptual Master Plan C

7gen PLANNING
Planning & Landscape Architecture
2107 CityWest Blvd. Suite 400
Houston, Texas 77042
713.343.0394
9050 N Capital of Tx Hwy., Bldg. 3, Suite 390
Austin, Texas 78759
512.646.3454

Drawing: L:\02_LAND PLANNING\CLIENTS\Texas Multifamily Capital\2021254-PN-00_Lockhart LaFamilia Tract\04_Land Planning\003_Conceptual Master Plan\Lockhart LaFamilia_Con C.dwg
Last Modified:
Plot Date/Time: Jul 12, 2021 - 14:40
Plot Scale: Jul 12, 2021 - 14:34

NORTHWEST QUADRANT AND NORTH COLROADO STREET CORRIDOR WASTEWATER PROJECTS



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.

0 0.425 0.85 Miles

Map Legend

- GRAVITY FLOW NORTH
- GRAVITY FLOW NORTHWEST
- FORCE MAIN
- TRUNK MAIN

ZONING CHANGE APPLICATION

CITY OF Lockhart

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

APPLICANT/OWNER

APPLICANT NAME Chris Bancroft

ADDRESS 1515 S. Capital of Texas Hwy
Suite 405
Austin, TX 78746

DAY-TIME TELEPHONE 512-705-0212

E-MAIL chris.b@texasmfc.com

OWNER NAME Ernest Ewald, Jr.

ADDRESS PO Box 1016
Lockhart, Tx 78644-1016

DAY-TIME TELEPHONE

E-MAIL

PROPERTY

ADDRESS OR GENERAL LOCATION 1724 N. Colorado St. Lockhart, Tx 78644

LEGAL DESCRIPTION (IF PLATTED) Metes and Bounds

SIZE 15.90 ACRE(S)

LAND USE PLAN DESIGNATION Residential, Low Density

EXISTING USE OF LAND AND/OR BUILDING(S) Agricultural - Open Space

PROPOSED NEW USE, IF ANY Commercial, Residential

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION AO

TO PROPOSED ZONING CLASSIFICATION RHD, CMB

REASON FOR REQUEST To allow for future development of general commercial and apartment housing

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 $ $468 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

$170 + ($20 x 14.90) = $468

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 3/2/22

OFFICE USE ONLY

ACCEPTED BY Dan Gibson RECEIPT NUMBER 140273

DATE SUBMITTED 3-2-22 CASE NUMBER ZC - 22 - 10

DATE NOTICES MAILED 3-8-22 DATE NOTICE PUBLISHED 3-10-22

PLANNING AND ZONING COMMISSION MEETING DATE 3-23-22

PLANNING AND ZONING COMMISSION RECOMMENDATION Tabled to 5-25-22. Tabled to 7-13-22 Approval 7-13-22

CITY COUNCIL MEETING DATE 4-5-22

DECISION Tabled to 6-7-22. 6-7-22 Tabled to 7-19-22

dotloop signature verification: dtlp.us/SaFw-AmdJ-leiO

February 2, 2022

Texas Multifamily Capital, LLC
5900 Balcones Drive, Suite 100
Austin, Texas 78731

Subject: Entitlement of the following property ("Property")
1724 N. Colorado Lockhart, TX 78644
Ernest Ewald

Dear Texas Multifamily Capital, LLC:

I, Ernest Ewald, Jr, owner of the above referenced Property, authorize you, and more specifically **Christopher Bancroft** and **Matthew Chase**, as well as any agents and consultants appointed by you, to act as my **Agent** to submit applications, drawings, zoning changes, and other applicable documents for the purpose of obtaining approval from the City of Lockhart for a zoning change and associated permits related to the proposed purchase of the Property by you, and subsequent development by you.

Sincerely,

Ernest Ewald Jr

dotloop verified
02/14/22 10:50 AM CST
OLQQ-RUHE-HEVN-F8UB

Printed Name: Ernest Ewald, Jr

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Continue a PUBLIC HEARING on application ZC-22-12 by Jim Meredith on behalf of Robert A. Schmidt, and discussion and/or action to consider Ordinance 2022-33 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 6-7-22

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The applicant wishes to construct a single-family detached residential project on a common lot at the subject location. As this is a residential development type, it would not be permitted in the site's current Commercial Heavy Business (CHB) zoning. The proposed zoning change is not fully consistent with the Mixed Retail, Office, and Residential designation of the future land use map. However, residential on this site, combined with existing and proposed retail nearby, would contribute to an overall mixed-use environment along North Colorado Street. The site is adequately served by water, but the wastewater service is insufficient for a development of this size and intensity. The applicant would have to contribute to the construction of a lift station and force main serving this and other proposed projects along the North Colorado Street corridor, as well as constructing a line to access the lift station from the subject property. The project would require subdivision platting and the construction of the necessary wastewater improvements before building permits could be issued. The total estimated cost of all the sewer projects required to extend wastewater along North Colorado Street is $8,909,000. However, after subtracting City contributions and EDA grant and wastewater impact fee funds, the amount remaining that will need to be provided by developers to serve all the proposed developments is $4,914,000. The exact amount that would be required from each developer for their share of the projects has not yet been determined. The attached staff report contains more complete information. Also attached is a map showing the various segments of the proposed wastewater projects in the north part of the city.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:
Funds Required:
Account Number:
Funds Available:
Account Name:

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable): The proposed rezoning will likely result in the construction of up to 174 residential units on the property. The project would generate subdivision fee, building permit fee, and impact fee revenue. The project would also extend water and sewer lines, including a share of the lift station and force main to convey wastewater from the area towards an expanded 30-inch trunk line to the Larremore wastewater treatment plant. Upon completion, the new residences would contribute to the city's property tax rolls. The project is not expected to create any new city streets.

PREVIOUS COUNCIL ACTION: Tabled April 19 and June 7, 2022.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission unanimously recommended APPROVAL of the proposed zoning change at its July 13, 2022, meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: APPROVAL of Ordinance 2022-33, changing the zoning 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.

LIST OF SUPPORTING DOCUMENTS: zc2212 ordinance, ZC2212 Ordinance Exhibit A, ZC2212 case map, ZC2212 zoning, ZC2212 future landuse, ZC2212 aerial, zc2212 staff report for 7-19-22 council, NW N COLORADO WASTEWATER PROJECTS, ZC2212 application form 7-14-22, ZC2212 Owner Authorization

ORDINANCE 2022-33

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 14.57 ACRES IN THE BYRD LOCKHART SURVEY NO. A-17 LOCATED AT 101 EAST CHINA STREET, FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on July 13, 2022, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

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

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

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

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

II. The above-referenced property described in Zoning Change request ZC-22-12, known as 14.57 acres in the Byrd Lockhart Survey, No. A-17, and more particularly described in Exhibit A and located at 101 East China Street, will be reclassified from CHB Commercial Heavy Business District to RHD Residential High Density District.

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

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

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

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

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 19th DAY OF JULY, 2022

CITY OF LOCKHART

_____

Lew White, Mayor

ATTEST:

_____

Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____

Monte Akers, City Attorney

EXHIBIT "A"

DESCRIPTION OF 14.57 ACRES, MORE OR LESS, OF LAND AREA IN THE BYRD LOCKHART SURVEY, CALDWELL COUNTY, TEXAS, BEING ALL OF THAT TRACT DESCRIBED AS 14.65 ACRES IN A DEED FROM J. WILEY MCILWAIN, TRUSTEE TO ROBERT A. SCHMIDT, DATED MAY 18, 2001 AND RECORDED IN VOLUME 266, PAGE 576 OF THE CALDWELL COUNTY OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with a plastic cap stamped "Byrn Survey" for the northwest corner of the Schmidt 14.65 acre tract, in the east line of U.S. Highway No. 183, and also being the southwest corner of that tract described as 176.82 acres in a deed from Barbara Allbright, executor to Schmidt Business, LTD. dated September 5, 2019 and recorded as Caldwell County Document Number 2019-004512 of the Caldwell County Official Public Records, from which a TXDOT concrete monument found bears N 20°47'12"W 885.80 feet;

THENCE leaving U.S. Highway No. 183 and the **PLACE OF BEGINNING** as shown on that plat numbered 27701-20-2-c dated March 9, 2020 as prepared for Bobby Schmidt by Byrn & Associates, Inc. of San Marcos, Texas, with the common north line of the Schmidt 14.65 acre tract and the south line of the Schmidt Business LTD. tract, **N 78° 14' 05" E 818.71 feet** to a 1/2"iron rod found at the base of an angle iron post, for the northeast corner of the Schmidt 14.65 acre tract, and the northwest corner of that tract described as 10.001 acres in a deed from Don L. Frohock to James Derrick Bowman, et al, dated November 13, 2012, and recorded in Caldwell County Document Number 125964 of the Caldwell County Official Public Records, from which a 1/2" iron rod found for the northeast corner of the Bowman tract bears N 78° 38' 22" E 1471.95 feet;

THENCE leaving the Schmidt Business LTD. tract, with the common east line of the Schmidt 14.65 acre tract and the west line of the Bowman tract, and continuing with the west line of the remaining portion of that tract described as 33.72 acres in a deed from Ramon Hernandez, et ux to Don L. Frohock, et ux, dated May 2, 1983 and recorded in Volume 459, Page 332 of the Caldwell County Official Public Records, **S 12° 20' 23" E 1017.19 feet** to a 1/2" iron pipe found for the east corner of the Schmidt 14.65 acre tract, in the north line of China Street and the west line of the Frohock tract, from which a 1/2" iron rod found for the southwest corner of the Frohock tract bears S 11° 32' 21" E 2.25 feet, pass at 296.24 feet a 1/2" iron rod found with a plastic cap stamped "Hinkle Surveying" for the southwest corner of the Bowman tract;

THENCE leaving the Frohock tract, with the common south line of the Schmidt 14.65 acre tract and the north line of China Street, **S 78° 40' 40" W 374.49 feet to** a TXDOT concrete monument found for the southwest corner of the Schmidt 14.65 acre tract and also being in the east line of U.S. Highway No. 183, from which a 5/8" iron rod found for bears N 81° 27' 22" W 0.83 feet;

THENCE leaving the north line of China Street with the common northeast line of U. S. Highway No. 183 and southwest line of the Schmidt 14.65 acre tract, the following two courses:

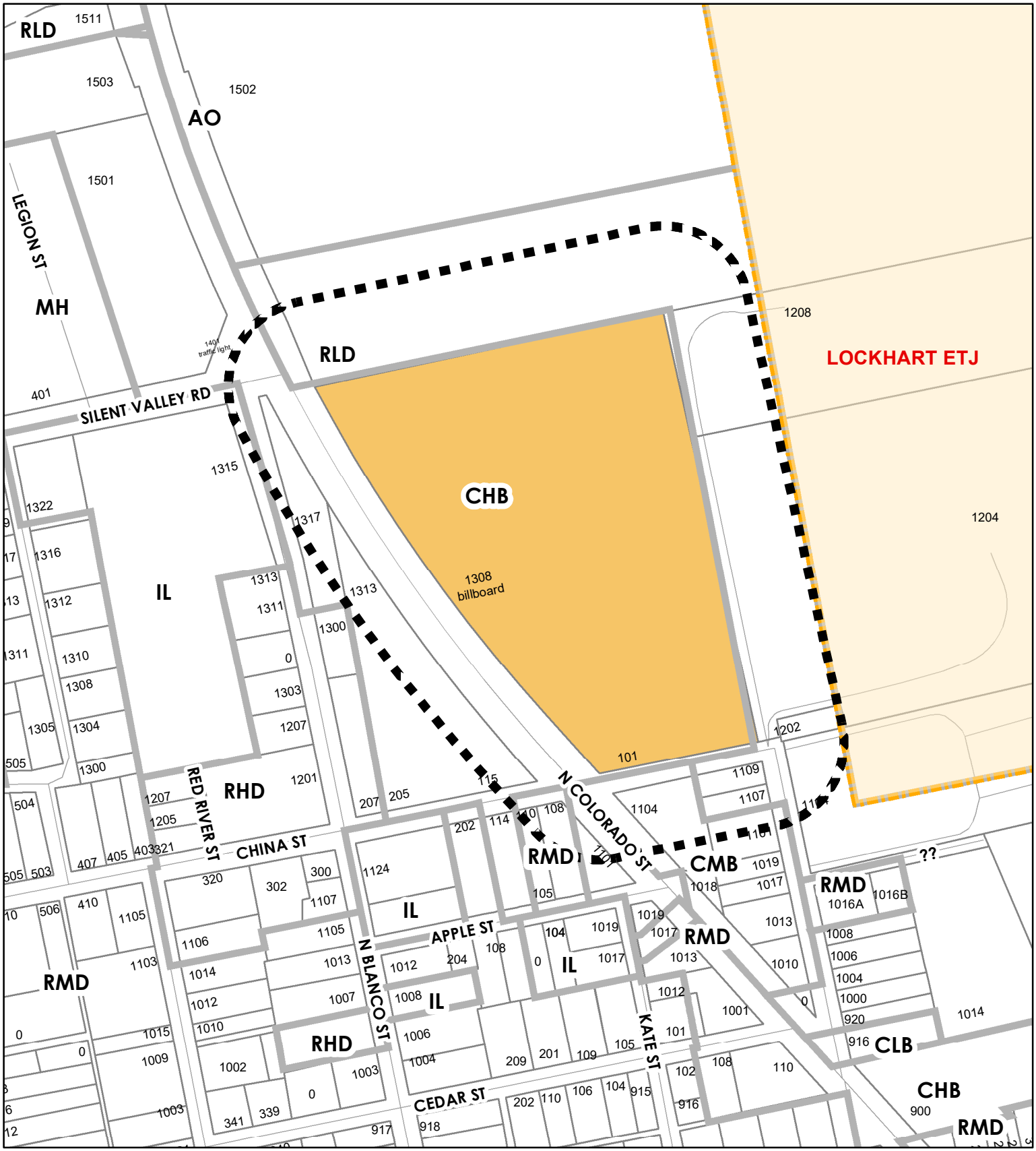
1. **N 42° 13' 47" W 185.54 feet** to TXDOT concrete monument and

2. With a right breaking curve having the following characteristics: Central Angle = 14° 09' 58", Radius = 3759.72 feet, Arc Length = 929.58 feet and a chord which bears **N 34°38' 09"W 927.21 feet to the PLACE OF BEGINNING**. There are contained within these metes and bounds 14.57 acres, more or less, as prepared from public records and a survey made on the ground on March 9, 2020 by Byrn & Associates, Inc. of San Marcos, Texas. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The Bearing Basis for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone.

STATE OF TEXAS REGISTERED DAVID C. WILLIAMSON 4190 PROFESSIONAL LAND SURVEYOR

David C. Williamson, R.P.L.S. #4190

Client: Schmidt, Bobby
Date: March 9, 2020
Survey: Lockhart, Byrd
County: Caldwell
Job No: 27701-20-2
FND 14.57 ac



ZC-22-12

CHB TO RHD

101 EAST CHINA STREET

N

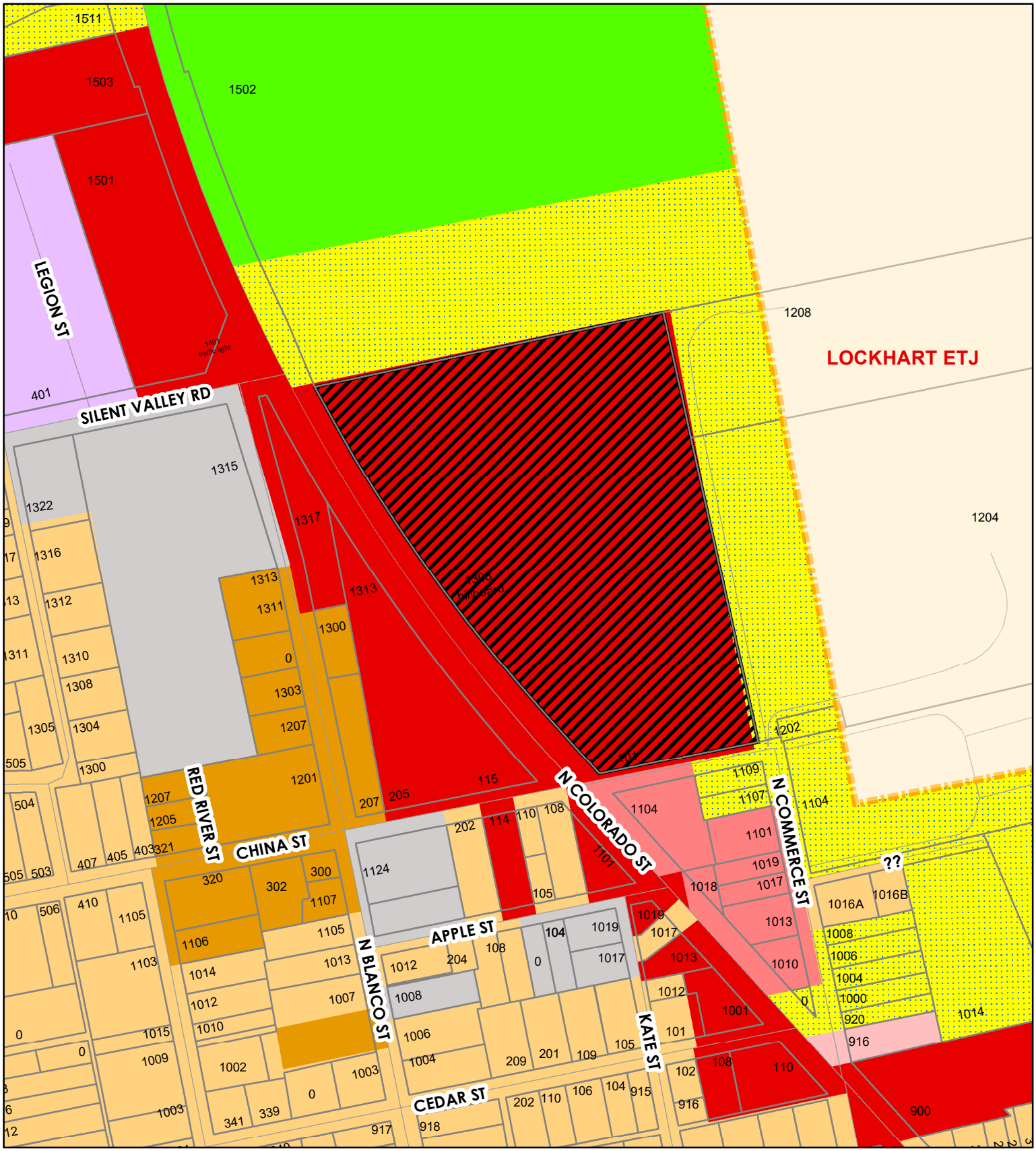
scale 1" = 300'

SUBJECT PROPERTY

ZONING BOUNDARY

CITY LIMITS

200 FT BUFFER



ZC-22-12

CHB TO RHD

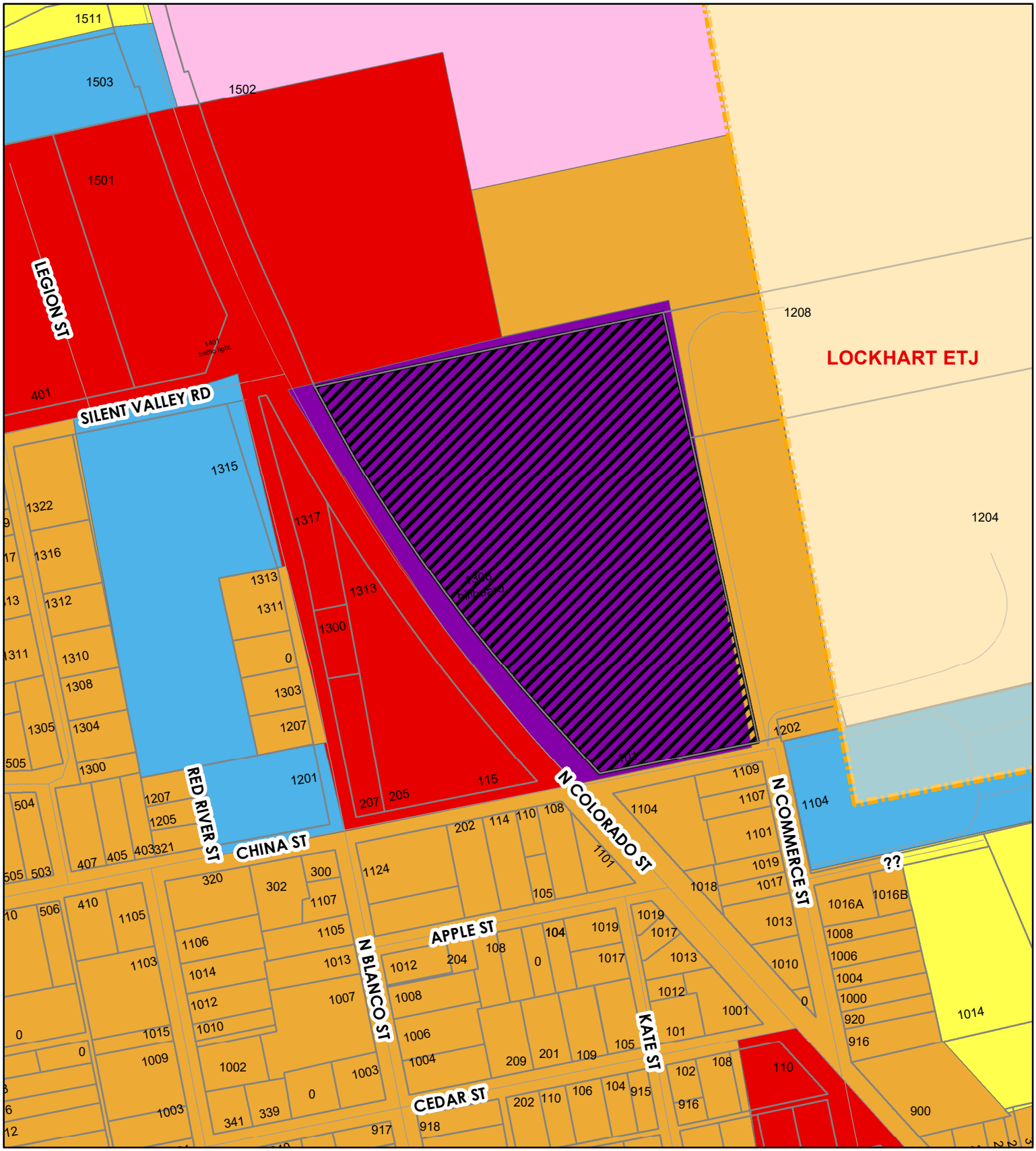
101 EAST CHINA STREET

N

scale 1" = 300'

ZONING DISTRICTS

- AGRICULTURAL-OPEN SPACE
- COMMERCIAL HEAVY BUSINESS
- COMMERCIAL LIGHT BUSINESS
- COMMERCIAL MEDIUM BUSINESS
- INDUSTRIAL LIGHT
- MANUFACTURED HOME
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY



FUTURE LANDUSE

CHB TO RHD

101 EAST CHINA STREET

N

scale 1" = 300'

- AGRICULTURE/RURAL DEVELOPMENT
- GENERAL-HEAVY COMMERCIAL
- LIGHT-MEDIUM COMMERCIAL
- MIXED RETAIL, OFFICE, RESIDENTIAL
- PUBLIC AND INSTITUTIONAL
- RESIDENTIAL, LOW DENSITY
- RESIDENTIAL, MEDIUM DENSITY

N
VETERAN ST
LEGION ST
SILENT VALLEY RD
PECOS ST
HONDO ST
BOX ST
BROWN ST
RED RIVER ST
RED RIVER (Canadian) ST
CHINA ST
N BLANCO ST
APPLE ST
N COLORADO ST
KATE ST
CEDAR ST
N COMMERCE ST
1308
billboard
0 300 600 Feet

PLANNING DEPARTMENT REPORT ZONING CHANGE

CASE SUMMARY

STAFF: David Fowler, Senior Planner CASE NUMBER: ZC-22-12
REPORT DATE: July 14, 2022
PLANNING AND ZONING COMMISSION HEARING DATE: July 13, 2022
CITY COUNCIL HEARING DATE: July 19, 2022
REQUESTED CHANGE: CHB to RHD
STAFF RECOMMENDATION: ***Approval.***
PLANNING AND ZONING COMMISSION RECOMMENDATION: ***Approval.***

BACKGROUND DATA

APPLICANT: Jim Meredith
OWNER: Bobby Schmidt
SITE LOCATION: 101 E. China Street
LEGAL DESCRIPTION: Metes and Bounds
SIZE OF PROPERTY: 14.57 acres
EXISTING USE OF PROPERTY: Vacant land
LAND USE PLAN DESIGNATION: *Mixed Retail/Office/Residential.*

ANALYSIS OF ISSUES

PREVIOUS ACTION: This item was tabled by the Commission on April 13th and May 25th, and by the City Council on April 19th and June 7th, due to concerns about the lack of wastewater service and to allow time for the city engineer to conduct a study to determine the size and cost of necessary wastewater line extensions.

REASON FOR REQUESTED ZONING CHANGE: The applicant wishes to construct a residential development on the site that may be of a type or density that requires the RHD zoning classification. As this use is not permitted in the CHB zoning district, a rezoning has been requested.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant	RLD, AO	*General-Heavy Commercial, Light-Medium Commercial*
East	Vacant, Large lot residential in ETJ	RLD	*Agricultural Development, Light-Medium Commercial*
South	Single-family residential, commercial,	RMD, RLD, CHB, CMB	*Residential Medium Density, Public and Institutional*
West	Commercial, TxDOT maintenance, Single-family residential, church	CHB, RHD, IL	*General-Heavy Commercial, Medium Density Residential*

TRANSITION OF ZONING DISTRICTS: This zoning change will create an area of RHD that is not contiguous to other areas with the same zoning. The nearest RHD-zoned area is north of the intersection of West China Street and North Blanco Street, across North Colorado Street from the subject parcel.

ADEQUACY OF INFRASTRUCTURE: Vehicular access is available from East China Street and North Colorado Street. Additionally, extension of the Silent Valley Road arterial is planned along the north and east sides of the subject property, as shown on the Thoroughfare Plan map. Any new driveway onto North Colorado Street will require approval from TxDOT. Water is available and adequate, with the site being served by a 12" line along East China and North Colorado Streets. Wastewater service is not adequate, as the nearest connection points to the site are a 6" wastewater line at the northern end of Commerce St. and potentially a 6" wastewater line at the southwest corner of West China and North Colorado Streets. The closest wastewater main of sufficient size is located approximately 2,000 feet south of the site near the railroad track and Town Branch Creek. The wastewater impact fee CIP does propose a system of wastewater mains extending from that point northward, along with a lift-station, where it would serve the North Colorado Street corridor area, including the subject property. However, because the proposed RHD zoning classifications in this case and other proposed developments along North Colorado Street would allow a higher intensity of development than anticipated by the land use assumptions that were the basis of the current impact fee CIP, it was determined in the recently completed wastewater capacity study done by the city engineer that increasing the size of the planned wastewater line extensions and lift station, as well as upsizing the existing trunk main all the way to the treatment plant, will be required. The total cost for all parts of the project is estimated to be $8,909,000, but by eliminating parts of the project that will not benefit the properties currently being proposed to be rezoned along North Colorado Street, and subtracting City contributions of EDA grant and wastewater impact fee funds, the amount remaining that will need to be provided by developers to serve all of the proposed developments is $4,914,000. It has not yet been established how to equitably allocate the responsibility for funding from the multiple proposed developments along the east side of North Colorado Street. Without such a mechanism, the first development that needs wastewater service will have to pay the full amount. No time-frame has been established for completion of design and construction of the project yet because it requires coordination with one or more developers to pay for the project. All developments will also have to provide their own gravity wastewater line extensions to the City's lift station that is included in the project. A map showing the various segments of the proposed wastewater projects in the north part of the city is attached.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is a mixture of commercial, church, and residential development, with some vacant lots. Higher intensity zoning is appropriate when located along an arterial street such as Colorado Street and the future Silent Valley Road extension. As the existing CHB district allows several high intensity uses, the proposed RHD zoning should not have an adverse impact compared to existing zoning.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is not entirely consistent with the *Mixed Retail/Office/Residential* future land use that is designated for the subject lot, as the proposed development concept only includes residential uses. Mixed-use buildings containing commercial and residential are allowed by right in the existing CHB zoning district. However, the high density development allowed in the proposed RHD zoning classification could contribute to the overall mixed-use development of the US 183 corridor when combined with existing and planned developments in the area.

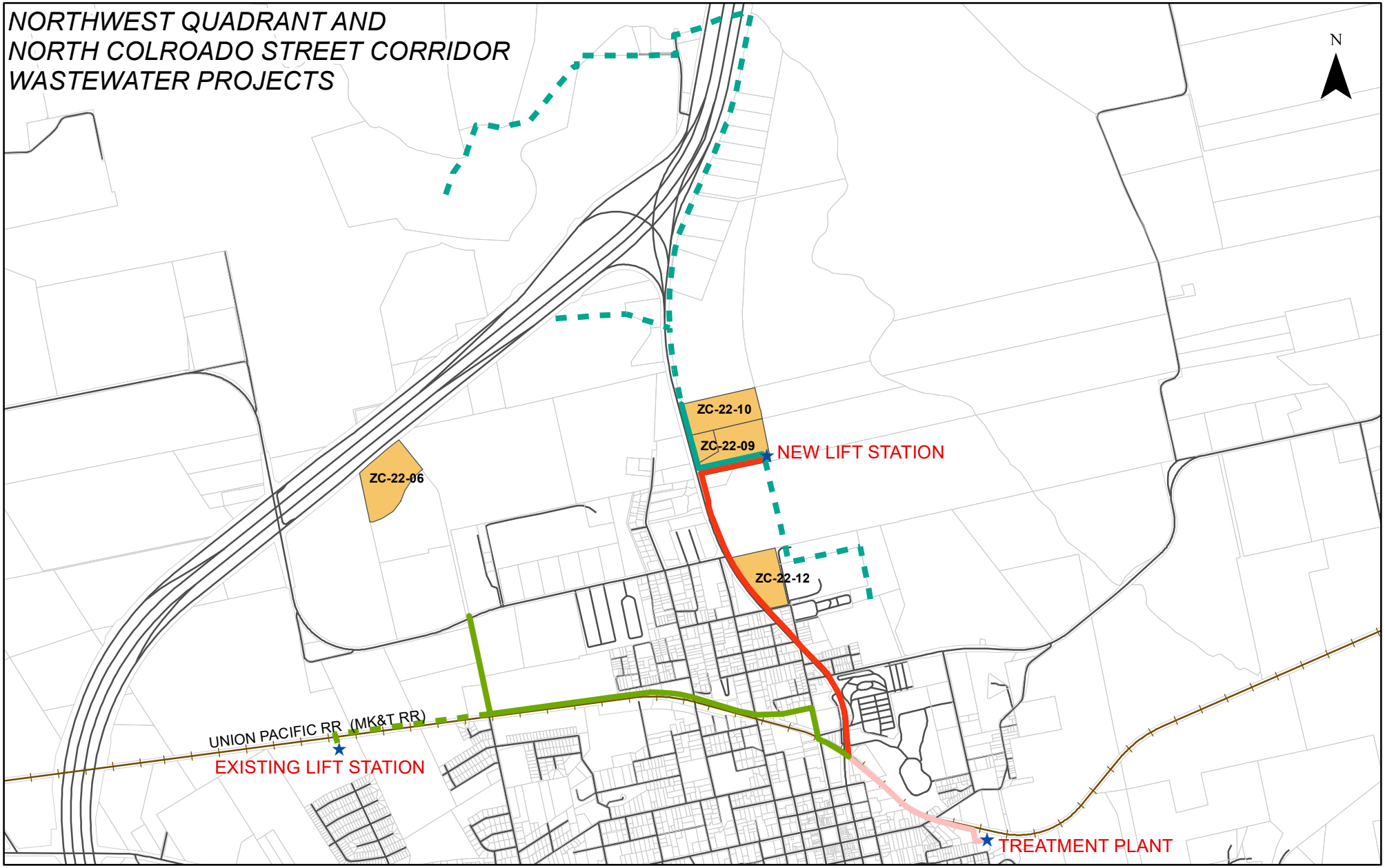
ALTERNATIVE CLASSIFICATIONS: Either CHB or PDD involving mixed-use development would be consistent with the Land Use Plan map.

RESPONSE TO NOTIFICATION: None to date.

STAFF RECOMMENDATION: Because the city engineer's study is complete, and we know how much we'll need to rely on developer contributions to pay for the necessary wastewater line project, it is now up to the developers to determine whether they are able to continue with their plans under those circumstances. The applicant stated at the Planning and Zoning Commission hearing that they are prepared to help pay for the wastewater project. Improvements to the City wastewater system to serve this area will be feasible only with the assistance of developers, and if the system can be constructed as determined by the city engineer, it will be able to support the increased land use intensities being proposed. Approval will not short-circuit the normal development process because a subdivision plat cannot be recorded, and the property will not be able to be developed in any way, until adequate wastewater service is available, which can occur only after the necessary infrastructure is designed and constructed. Therefore, staff recommends ***Approval*** of the zoning change to RHD

The Planning and Zoning Commission unanimously recommended approval of the zoning change at their meeting held July 13, 2022. No members of the community spoke in favor of or in opposition to the zoning change.

NORTHWEST QUADRANT AND NORTH COLROADO STREET CORRIDOR WASTEWATER PROJECTS



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.

0 0.425 0.85 Miles

Map Legend

- GRAVITY FLOW NORTH
- GRAVITY FLOW NORTHWEST
- FORCE MAIN
- TRUNK MAIN

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 Jim Meredith
DAY-TIME TELEPHONE (512)306-8300
E-MAIL jim@masonwoodtx.com
ADDRESS 4301 Westbank Dr.
Bldg A, Suite 110
Austin, TX 78746

OWNER NAME Bobby Schmidt
DAY-TIME TELEPHONE (512)924-0387
E-MAIL bobby@schmidtranch.net & aanton@antonaustionservice.com
ADDRESS 3595 Schuelke Rd.
Niederwald, TX 78640

PROPERTY

ADDRESS OR GENERAL LOCATION 101. E. China St.
LEGAL DESCRIPTION (IF PLATTED) N/A – Metes & Bounds
SIZE 14.57 ACRE(S) LAND USE PLAN DESIGNATION Mixed Retail, Office, Residential
EXISTING USE OF LAND AND/OR BUILDING(S) N/A
PROPOSED NEW USE, IF ANY Residential High Density

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Commercial Heavy Business
TO PROPOSED ZONING CLASSIFICATION Residential High Density
REASON FOR REQUEST To gain the desired density for multifamily and /or single family condiuminum style development

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 $ 441.40 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE [signature] DATE 3/16/2022

OFFICE USE ONLY

ACCEPTED BY Kevin Waller RECEIPT NUMBER ~~R0143132~~ 01143300

DATE SUBMITTED 3/16/22 CASE NUMBER ZC - 22 - 12

DATE NOTICES MAILED 3-29-2022 DATE NOTICE PUBLISHED 3-31-2022

PLANNING AND ZONING COMMISSION MEETING DATE 4/13/22

PLANNING AND ZONING COMMISSION RECOMMENDATION Tabled 4-13-22 to 5-25-22 Approval 7/13/22 Tabled 5-25-22 to 7/13/22

CITY COUNCIL MEETING DATE 4-19-22

DECISION Tabled 4-19-22 to 6-7-22, Tabled to 7-19-22

Robert A. Schmidt

3595 Schuelke Rd

Niederwald, Tx 78640

(512) 924-0387

bobby@schmidtranch.net

March 16, 2022

Mr. Dan Gibson

City of Lockhart, Developmental Services

308 W. San Antonio Street

Lockhart, Texas 78644

RE: Property known as 102 East China St. Lockhart, Tx 78644; 14.65 Acres PID # 18458

Dear Mr. Gibson,

I authorize Mr. Jim Meredith/Moody Engineering to apply with the City of Lockhart for purposes of changing the zoning, submitting and processing a final plat, construction plans, site plans and any other required plan/documents to include corrections and revisions needed to proceed with their development of the subject property. The processes will all be at the applicant's expense.

You may reach me at the above phone number if there are any questions.

Sincerely,

Robert A. Schmidt

CC: Amy Anton

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 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. TABLED 7-5-22

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. More complete information is contained in the attached memo dated June 30th, 2022.

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

At their June 22nd meeting, the Planning and Zoning Commission recommended the proposed amendments. On July 5th, the City Council postponed this item to the July 19th meeting.

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. On May 3rd, the City Council directed staff to prepare an amendment to make the covered parking standards more reasonable for houses constructed on nonconforming platted lots less than 50 feet wide.

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 of the proposed amendments to Chapter 64 "Zoning", Section 64-197, subsection (g)(2), to modify the covered parking requirements for certain residential dwellings.

LIST OF SUPPORTING DOCUMENTS: Covered parking amendment Ordinance 2022-29, Covered Parking Memo, 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 residential dwellings compared to those that do not have it; 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-unit 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 19th DAY OF JULY, 2022.

CITY OF LOCKHART

_____

Lew White
Mayor

ATTEST:

_____

Connie A. Constancio, TRMC
City Secretary

APPROVED AS TO FORM:

_____

Monte Akers
City Attorney

CITY OF
Lockhart
TEXAS

(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

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.

EXHIBIT 1

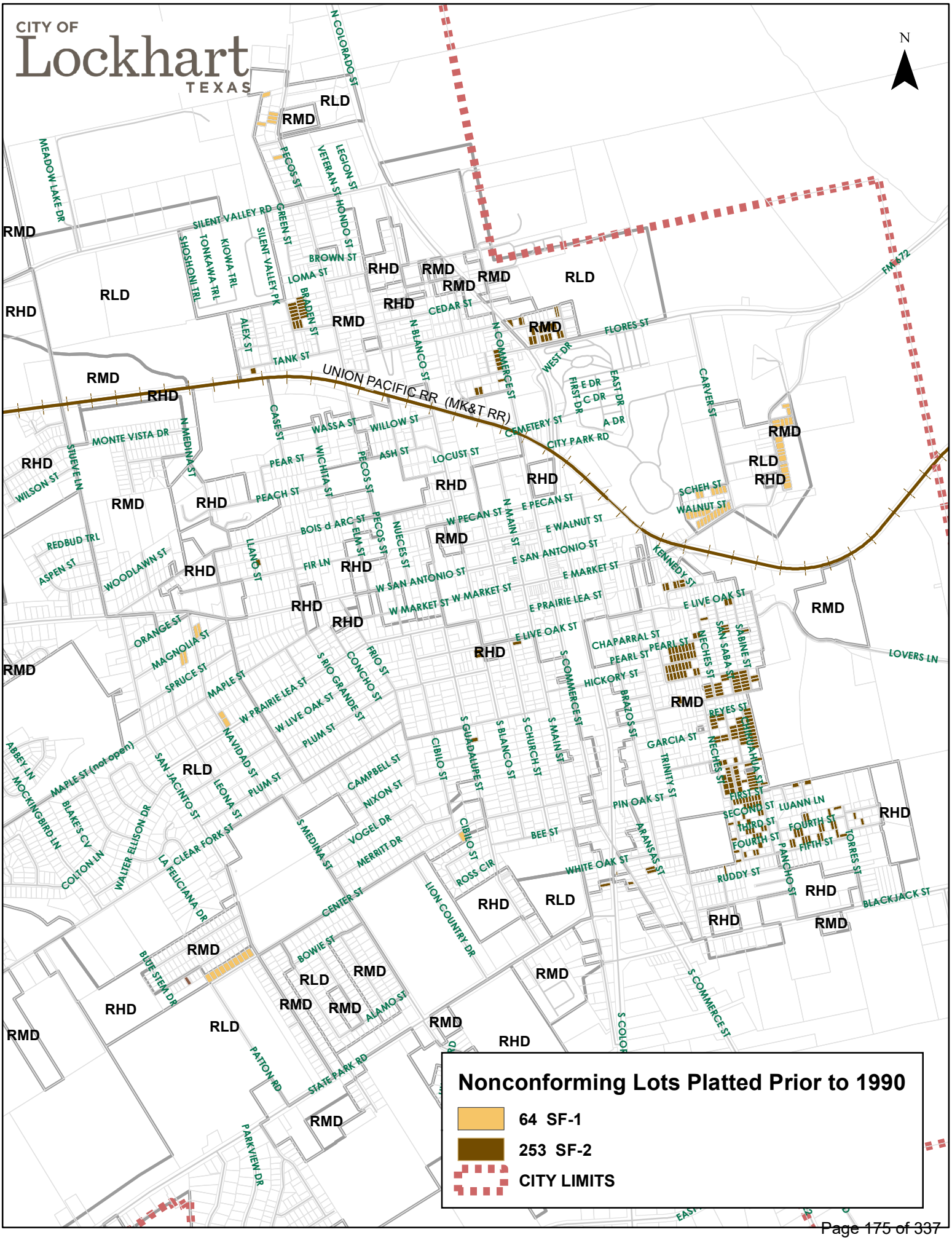

CITY OF
Lockhart
TEXAS
N
Nonconforming Lots Platted Prior to 1990
64 SF-1
253 SF-2
CITY LIMITS
UNION PACIFIC RR (MK&T RR)
RLD
RMD
RHD
N COLORADO ST
MEADOW LAKE DR
PECOS ST
VETERAN ST
LEGION ST
HONDO ST
GREEN ST
SILENT VALLEY RD
SHOSHONI TRL
TONKAWA TRL
KIOWA TRL
SILENT VALLEY PK
BROWN ST
LOMA ST
BRADEN ST
ALEX ST
TANK ST
CEDAR ST
N BLANCO ST
N COMMERCE ST
WEST DR
FLORES ST
FMR 672
E DR
C DR
FIRST DR
EAST DR
A DR
CARVER ST
CEMETERY ST
CITY PARK RD
CASE ST
WASSA ST
WILLOW ST
MONTE VISTA DR
N MEDINA ST
STUEVE LN
WILSON ST
PEAR ST
WICHITA ST
ASH ST
LOCUST ST
PEACH ST
SCHEH ST
WALNUT ST
BOIS d ARC ST
ELM ST
NUECES ST
W PECAN ST
E PECAN ST
N MAIN ST
E WALNUT ST
REDBUD TRL
ASPEN ST
WOODLAWN ST
LLANO ST
FIR LN
E SAN ANTONIO ST
W SAN ANTONIO ST
E MARKET ST
KENNEDY ST
W MARKET ST
E PRAIRIE LEA ST
E LIVE OAK ST
LOVERS LN
ORANGE ST
MAGNOLIA ST
SPRUCE ST
MAPLE ST
S RIO GRANDE ST
CONCHO ST
FRIO ST
CHAPARRAL ST
PEARL ST
NECHES ST
SAN SABA ST
SABINE ST
HICKORY ST
S COMMERCE ST
BRAZOS ST
W PRAIRIE LEA ST
W LIVE OAK ST
PLUM ST
NAVIDAD ST
REYES ST
GARCIA ST
TRINITY ST
S GUADALUPE ST
S BLANCO ST
S CHURCH ST
S MAIN ST
CIBILO ST
ABBEY LN
MAPLE ST (not open)
SAN JACINTO ST
LEONA ST
CAMPBELL ST
NIXON ST
MOCKINGBIRD LN
BLAKE'S CV
WALTER ELLISON DR
LA CLEAR FORK ST
S MEDINA ST
VOGEL DR
MERRITT DR
PIN OAK ST
FIRST ST
SECOND ST
THIRD ST
FOURTH ST
FIFTH ST
LUANN LN
TORRES ST
PANCHO ST
BEE ST
ARANSAS ST
WHITE OAK ST
ROSS CIR
COLTON LN
LA FELICIANA DR
CENTER ST
LION COUNTRY DR
RUDDY ST
BLACKJACK ST
BOWIE ST
BUFFALO STEM DR
ALAMO ST
S COMMERCE ST
PATTON RD
STATE PARK RD
PARKVIEW DR

EXHIBIT 2

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) for the SF-1 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.

EXHIBIT 3

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 JULY 5, 2022 6:30 P.M.

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

Council present:
Mayor Lew White
Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Derrick David Bryant
Councilmember Juan Mendoza
Councilmember Jeffry Michelson
Councilmember Brad Westmoreland

Council absent:
Councilmember Kara McGregor

Staff present:
Connie Constancio, City Secretary
Monte Akers, City Attorney
Victoria Maranan, Public Information Officer
Travis Hughes, Parks Director
Dan Gibson, City Planner
Mike Kamerlander, Economic Development Dir.
Sean Kelley, Public Works Director
Alexis Flores, Economic Development Specialist
Ernest Pedraza, Police Chief

Citizens/Visitors Addressing the Council: Bryan Baynton of Titan Development; Tyler Alley of RCM Acquisitions; and Dan Ross of Red Oak Development.

Work Session 6:30 p.m.
Mayor White opened the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

A. DISCUSS CITY COUNCIL MINUTES OF THE JUNE 7, 2022, JUNE 14, 2022 AND JUNE 15, 2022 MEETINGS.
Mayor White requested corrections to the minutes. There were none.

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).
Mayor White announced that the item would be postponed to the August 16, 2022 Council meeting.

C. DISCUSS RENEWAL OF THE LOCKHART YOUTH SOCCER ASSOCIATION (LYSA) CONTRACT, AS RECOMMENDED BY THE PARKS ADVISORY BOARD.
Mr. Hughes stated that 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 in Lockhart 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 to recommend renewal. Mr. Hughes recommended approval. There was discussion.

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.

Ms. Constancio stated that 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. Ms. Constancio recommended approval. There was discussion.

E. DISCUSS PROPERTY SALE AGREEMENT FOR 31.485 ACRES IN LOCKHART INDUSTRIAL PARK III WITH TITAN DEVELOPMENT.

Mr. Kamerlander stated that the land purchase agreement is 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. The Lockhart Economic Development Corporation (LEDC) is currently under contract on 13.6 acres of land in Lockhart Industrial Park III with Titan on 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 three 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 Lockhart is a condition of closing.

Bryan Baynton of Titan Development provided details about the project.

F. DISCUSS PROPERTY SALE AGREEMENT FOR 5.352 ACRES IN LOCKHART INDUSTRIAL PARK III WITH RCM ACQUISITIONS, LLC.

Mr. Kamerlander stated that the attached property sale agreement is for 5.352 acres in Lockhart's new industrial park. The parcel is Block B, Lot 2 of the industrial park. RCM proposes construction of 50,000-100,000 square feet 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 Economic Development Corporation (EDC) board is working with them to develop office space. RCM is familiar with the region and very comfortable working with EDCs.

Property sale agreement Details:

1. $2.75/square foot 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.

Tyler Alley of RCM Acquisitions provided information regarding the development of the industrial project. There was discussion.

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.

Mr. Kelley stated that 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. Signs will be posted indicating truck routes 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 Texas Department of Transportation (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.
- 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.

Mr. Kelley stated that 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 signage for the project.

Mr. Kelley provided details about the vehicles that will be prohibited from driving in the downtown area on Highway 142.

There was discussion regarding enforcement. There would be a 30-day grace period followed by warnings prior to issuing citations.

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.

Mr. Gibson stated that 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. He provided brief details about the petition for annexation with associated exhibits. If the resolution is adopted, a public hearing for adoption of the annexation ordinance will be scheduled for the August 2, 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.

Dan Ross of Red Oak Development Group stated that they have been working on residential development in Caldwell County, surrounding cities and now within the City of Lockhart. He stated that they develop subdivisions with homes averaging $350,000. He provided details about several projects that they are working on within Caldwell County.

I. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.
Mayor White encouraged everyone to stay safe and to get vaccinated.

RECESS: Mayor White announced that the Council would recess for a break at 7:15 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.
Mayor Lew White called the meeting to order at 7:30 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE
Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.
Mayor White requested citizens to address the Council. There were none.

ITEM 4-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.*
Mayor White announced that Councilmember McGregor requested that the item be tabled for consideration during the July 19, 2022 Council meeting.

Councilmember Mendoza made a motion to postpone the public hearing until the July 19, 2022 Council meeting. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-0.

ITEM 5. CONSENT AGENDA.
Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 5A, 5B and 5C. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:
5A: Approve City Council minutes of the June 7, 2022, June 14, 2022 and June 15, 2022 meetings.
5B: 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).
5C: Approve renewal of the Lockhart Youth Soccer Association (LYSA) contract, as recommended by the Parks Advisory Board.

ITEM 6-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.

Councilmember Bryant made a motion to approve Ordinance 2022-27, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING A PROPERTY SALE AGREEMENT FOR 31.485 ACRES IN LOCKHART INDUSTRIAL PARK III WITH TITAN DEVELOPMENT.

Councilmember Michelson made a motion to approve a property sale agreement for 31.485 acres in the Lockhart Industrial Park III with Titan Development, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 6-0.

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING A PROPERTY SALE AGREEMENT FOR 5.352 ACRES IN LOCKHART INDUSTRIAL PARK III WITH RCM ACQUISITIONS, LLC.

Mayor Pro-Tem Sanchez made a motion to approve a property sale agreement for 5.352 acres in the Lockhart Industrial Park III with RMC Acquisitions, LLC, as presented. Councilmember Michelson seconded. The motion passed by a vote of 6-0.

ITEM 6-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.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-28, as presented. Councilmember Bryant seconded. The motion passed by a vote of 6-0.

ITEM 6-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.

Councilmember Michelson made a motion to approve Resolution 2022-28, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

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

There was no discussion.

ITEM 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.

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

Councilmember Mendoza invited council to a Hog Wild Government Educational seminar on July 29th in San Antonio hosted by Rampage Law Firm. He thanked the Lockhart Chamber for a successful 4th of July fireworks extravaganza. He enjoyed the informative TML Region 10 meeting that he attended last week. He expressed condolences to the family of Rathers Asberry, Jr. for their loss.

Mayor Pro-Tem Sanchez expressed condolences to the families of Guadalupe Eureste Fernandez, Manuel Castillo, Gilbert Perez, Primitivo "Primo" Moreno, Christal "Cookey" Eckford, and Rathers Asberry, Jr. for their loss. She thanked the Lockhart Chamber of Commerce for a successful 4th of July fireworks extravaganza and to the Abundant Church and the VFW for also sponsoring fireworks shows.

Councilmember Bryant thanked the entities that sponsored fireworks shows in the community. He thanked the Library staff for their summer events and to the Parks Department for resurfacing the Splash Pad and for maintaining city parks.

Mayor White wished everyone a safe summer. There was brief discussion regarding the summer fan program. He expressed get well wishes to Mr. and Mrs. Lewis and Councilmember McGregor.

Councilmember Mendoza announced that the Library would be celebrating their 100th Anniversary on July 6th where cake will be served at 2:00 p.m.

ITEM 9. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 7:46 p.m.

PASSED and APPROVED this the 19th 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 19, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider an office lease for City Administrative offices and authorize the City Manager to execute the lease agreement.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On April 9, 2022, the City Council held a Strategic Goals Retreat to discuss their vision for the upcoming fiscal year. One major concern was the lack of space due to the continued growth of the city.

#1 Goal – City Facilities

- Begin plans to replace/update City Hall, Police/Fire/Training facilities, Maintenance/City barn, and Utilities.
- Lease additional space at the EDC Building.
- Conduct a facilities space study.

After the retreat, staff contacted the leasing agent for the LEDC building and discussed additional office space. This option will allow for renovations to be performed to City Hall, (built circa 1963) Utility Customer/Billing Services and provide easier access to the Community Planning and Development and the Building Inspection Department.

The office space located at 105 S. Colorado St. contains 4,906 square feet. The term would be for 60 months, beginning August 1, 2022. Annual base rent would begin at $13/sq ft and increase by 4% annually. The City would be responsible for all utilities and the Landlord will be obligated to provide HVAC services. The City will maintain a public liability insurance policy in a minimum amount of $2,000,000. Repair and maintenance responsibilities are listed individually in the attached lease agreement (see Section 15.C). The Landlord has agreed to improvements not to exceed $5,000. Off-street parking located on the northside of building is dedicated to city uses.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required: $63,778
Account Number: 100-5105-214-00
Funds Available: $65,000
Account Name: Rents and Leases

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

FISCAL NOTE (if applicable): This lease expense has been included in the budget for Fiscal Year 2022-2023 as presented to City Council.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request the approval of this item.

LIST OF SUPPORTING DOCUMENTS: Lockhart_Office_Lease_Agreement

TEXAS REALTORS

COMMERCIAL LEASE

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ADDENDA & EXHIBITS *(check all that apply)*

- [ ] Exhibit _____
- [ ] Exhibit _____
- [ ] Commercial Lease Addendum for Broker's Fee (TXR-2102)
- [X] Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- [X] Commercial Lease Addendum for Extension Option (TXR-2104)
- [ ] Commercial Lease Addendum for Percentage Rent (TXR-2106)
- [ ] Commercial Lease Addendum for Parking (TXR-2107)
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- [ ] Commercial Lease Addendum for Right of First Refusal (TXR-2105)
- [ ] Commercial Lease Addendum for Optional Space (TXR-2110)
- [X] Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112)
- [ ] Commercial Lease Addendum for Contingencies (TXR-2119)
- [ ] _____
- [ ] _____
- [ ] _____
- [X] Information About Brokerage Services (TXR-2501)

Texas Realty Partners, LLC 1101 E. 8th St. Austin, TX 78702 Phone: 5126568521 Fax: . City of Lockha
Loren Kirkpatrick
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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: **Grain and Seed, LLC** ; and

Tenant: **City of Lockhart** .

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements *(Check only one box)*:

[X] (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately **4,906** square feet of rentable area in **105 S. Colorado, Lockhart, Texas 78644** *(project name)* at **105 S. Colorado (4,906 SF)** *(address)* in **Lockhart** *(city)*, **Caldwell** *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows: **O.T. LOCKHART, BLOCK 17, LOT PT 5&6** .

[ ] (2) Single-Tenant Property: The real property containing approximately _____ square feet of rentable area at: _____ *(address)* in _____ *(city)*, _____ *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows: _____ .

B. If Paragraph 2A(1) applies:
(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [X] will [ ] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is **60** months and _____ days, commencing on: **08/01/2022** (Commencement Date) and ending on **07/31/2027** (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot *(optional)*			Base Monthly
From	To	$ Monthly Rate	$ Annual Rate		Rent $
08/01/2022	07/31/2023	/ rsf / month	13.00	/ rsf / year	5,314.83
08/01/2023	07/31/2024	/ rsf / month	13.52	/ rsf / year	5,527.43
08/01/2024	07/31/2025	/ rsf / month	14.06	/ rsf / year	5,748.52
08/01/2025	07/31/2026	/ rsf / month	14.62	/ rsf / year	5,978.46
08/01/2026	07/31/2027	/ rsf / month	15.21	/ rsf / year	6,217.60

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached *(Check all that apply.)*:

[X] (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
[ ] (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
[ ] (3) Commercial Lease Addendum for Parking (TXR-2107)
[ ] (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before August 1, 2022 _____ .

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Grain and Seed, LLC
Address: 8808 Taylor Rd.
Austin, Texas 78733

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay $ 30.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay $ 6,000.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water	☐	☐	X
(2) Sewer	☐	☐	X
(3) Electric	☐	☐	X
(4) Gas	☐	☐	X
(5) Telephone	☐	☐	X
(6) Internet	☐	☐	X
(7) Cable	☐	☐	X
(8) Trash	☐	☐	X
(9) _____	☐	☐	☐
(10) All other utilities	☐	☐	☐

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.**

D. After-Hours HVAC Charges: "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

[X] (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

[ ] (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of $ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

[ ] (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
[ ] (a) $1,000,000; or
[X] (b) $2,000,000.
If neither box is checked the minimum amount will be $1,000,000.
(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
[ ] (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: General Office _____.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of *(specify hours, days of week, and if inclusive or exclusive of weekends and holidays)*: _____.

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
(1) any activity which is a nuisance or is offensive, noisy, or dangerous;
(2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
(3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
(4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
(5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
(6) the permanent or temporary storage of any hazardous material; or
(7) _____.

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.

B. During the last 120 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.

B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.

C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

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emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components		X	
(2) Glass and windows		X	
(3) Fire protection equipment		X	
(4) Fire sprinkler systems	X		
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware		X	
(6) Grounds maintenance, including landscaping and irrigation systems			X
(7) Interior doors, including closure devices, frames, molding, locks, and hardware			X
(8) Parking areas and walks		X	
(9) Plumbing systems, drainage systems and sump pumps		X	
(10) Electrical systems, mechanical systems		X	
(11) Ballast and lamp replacement			X
(12) Heating, Ventilation and Air Conditioning (HVAC) systems		X	
(13) HVAC system replacement		X	
(14) Signs and lighting:			
(a) Pylon			X
(b) Facia			X
(c) Monument			X
(d) Door/Suite			X
(e) Other: Exterior Signage on Building along Colorado (35 SF total)			X
(15) Extermination and pest control, excluding wood-destroying insects.		X	
(16) Fences and Gates	X		
(17) Storage yards and storage buildings	X		
(18) Wood-destroying insect treatment and repairs		X	
(19) Cranes and related systems	X		
(20)			
(21)			
(22) All other items and systems.		X	

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant [X] is [ ] is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.

H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.

B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.

C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.

D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

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A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
(1) any lost rent;
(2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
(3) repairs to the leased premises for use beyond normal wear and tear;
(4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
(5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
(6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
(7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
(8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
(9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

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health or safety of an ordinary person, except: _____

_____.

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker:	**Cooperating Broker:**
Texas Realty Partners, LLC	N/A
Agent: E. Loren Kirkpatrick	Agent:
Address: 248 Addie Roy Rd., B 302 Austin, Texas 78746	Address:
Phone & Fax: (512)656-8521	Phone & Fax:
E-mail: loren@trpaustin.com	E-mail:
License No.: 437697	License No.:

Principal Broker: *(Check only one box)*
- [X] represents Landlord only.
- [ ] represents Tenant only.
- [ ] is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

[X] (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- [X] (a) a separate written commission agreement between Principal Broker and:
  [X] Landlord [ ] Tenant.
- [ ] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

[ ] (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- [ ] (a) a separate written commission agreement between Cooperating Broker and:
  [ ] Principal Broker [ ] Landlord [ ] Tenant.
- [ ] (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Grain and Seed, LLC
Address: 8808 Taylor Rd. Austin, Texas 78733

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Phone: (443)690-6454 Fax: _____
and a copy to: _____
Address: _____
Phone: _____ Fax: _____
[X] Landlord also consents to receive notices by e-mail at: grainandseed@gmail.com

Tenant at the leased premises,
and a copy to: City of Lockhart
Address: P.O. Box 239, Lockhart, TX 78644
Phone: (512) 376-0856 Fax: _____
[X] Tenant also consents to receive notices by e-mail at: slewis@lockhart-tx.org, plarison@lockhart-tx.org

35. SPECIAL PROVISIONS:

See Special Provisions Addendum attached.

36. AGREEMENT OF PARTIES:

A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.

E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.

F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

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G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Grain and Seed, LLC

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Tenant: City of Lockhart

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

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TEXAS REALTORS

COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

(1) *"Tenant's pro rata share"* is 78.320 %.

(2) *"CAM"* means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.

(3) *"Insurance"* means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.

(4) *"Taxes"* means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

(5) *"Structural"* means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:
Note: "CAM" does not include taxes and insurance costs.

☐ (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____.

☐ (2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed $ _____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____.

☒ (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☒ taxes; ☒ insurance; ☒ CAM; ☐ structural; and ☐ _____.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

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Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is **6,264.2** rentable square feet (including any add on factor for common areas).

Projected Expenses	
$ Monthly Rate	$ Annual Rate
/ rsf / month	**3.55** / rsf / year

D. Reconciliation: Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. Special Provisions:

See Special Provisions Addendum attached.

Landlord: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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TEXAS REALTORS

COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

A. At Tenant's option, Tenant may extend the term of above-referenced lease for 1 additional term(s) of 60 months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.

B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 120 days before the end of the then current term of the lease.

C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.

D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:
(Check (1), (2) or (3) only.)

☐ (1)

Dates		Rate per rentable square foot *(optional)*		Base Monthly Rent $
From	To	$ Monthly Rate	$ Annual Rate	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	
		/rsf/month	/rsf/year	

☐ (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.

☒ (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.

E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other

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party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:
Provisions (D)(3): Landlord will provide a 5% discount to the agreed "prevailing rental rate" at the time of the exercise of the Extension of Term.

Landlord: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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COMMERCIAL LEASE CONSTRUCTION ADDENDUM
(Landlord to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. On or before August 15, 2022, Landlord will substantially complete the improvements to the leased premises as described below.

☐ (1) Landlord will complete the following improvements:

☒ (2) On or before June 15, 2022, Tenant will specify in a separate written notice to Landlord the improvements that Tenant desires Landlord to complete. If Landlord objects to any desired improvement, Tenant will promptly amend Tenant's notice to comply with Landlord's objections. Landlord will not unreasonably object to Tenant's desired improvements.

B. On or before July 1, 2022, Landlord will notify Tenant of the total cost to complete the improvements described in Paragraph A, including but not limited to costs of construction, permits, and plans. The total cost to complete the improvements may not exceed $5,000.00 (maximum cost). Landlord will pay 100% of the cost to complete the improvements and Tenant will pay the remainder. If the total cost to complete the improvements exceeds the maximum cost, the lease will terminate and have no further effect unless a party notifies the other party within 10 days after Landlord notifies Tenant of the cost to complete the improvements that it will pay the excess.

C. Unless otherwise agreed by the parties in writing, any amount required to be paid by Tenant under this addendum must be paid by Tenant to Landlord before construction of the improvements commences.

D. All construction required by this addendum will be performed by trained and qualified persons in a good workman-like manner and will comply with applicable building codes, local ordinances, governmental regulations, and statutes (e.g., ADA, Architectural Barriers). Landlord will obtain any required certificate of occupancy.

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E. Tenant may, at reasonable times during construction, inspect the construction of the improvements. Tenant may object to any deficiencies in the completion of the improvements by providing specific written notice to Landlord and Landlord will promptly cure the deficiencies. Upon completion of the improvements, Tenant will acknowledge in writing that the improvements have been completed and that Tenant accepts the leased premises for the purposes of the lease *(the Commercial Lease Acceptance Form (TXR-2113) may be used).*

F. Paragraph 3B of the lease governs any delay in the commencement of the lease or occupancy by Tenant caused by the construction of the improvements.

G. Special Provisions:

Landlord: _____

_____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

_____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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COMMERCIAL LEASE CONSTRUCTION ADDENDUM
(Tenant to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 105 S. Colorado (4,906 SF), Lockhart, TX 78644

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. Execution and License to Enter: This addendum is executed as a part of the above-referenced lease. Landlord authorizes Tenant to construct the improvements described in this addendum provided that Tenant complies with all of the terms of this addendum. In the event the term of the lease has not yet commenced, Landlord grants Tenant a license to enter into the Property and the leased premises effective 06/10/2022 for the purposes of constructing the improvements described under this addendum. This license is made under all the terms and provisions in the lease, except as to the covenant to pay rent.

B. Construction Costs: Tenant will pay the full cost to construct the improvements that Tenant is to construct under this addendum, including but not limited to the cost of material, engineering studies, environmental studies, contractors, permits, plans, architects, inspectors, subcontractors, and materialmen. Not later than 10 days after the construction is complete and Tenant has satisfied all of Tenant's obligations under this addendum, Landlord will reimburse Tenant the cost to construct the improvements in an amount that does not exceed $5,000.

C. Approval of Plans:

(1) Not later than July 15, 2022, Tenant will submit to Landlord plans and specifications detailing the improvements Tenant desires to complete to the leased premises. The plans must detail all architectural, mechanical, electrical, and plumbing requirements for the improvements and must describe the proposed improvements along with the materials to be used and the interior floor plan of the leased premises. The plans must be drawn by a licensed professional architect in accordance with generally accepted architectural standards or by another person approved by Landlord and must be sufficient for a contractor to use to construct the desired improvements.

(2) Within 5 days after Landlord receives the plans in accordance with Paragraph C(1), Landlord will notify Tenant whether the plans are "approved" or "disapproved" by marking such on the plans and delivering the plans back to Tenant. Landlord will not unreasonably withhold approval of the plans. If Landlord does not notify Tenant of a disapproval within the time specified, the plans will be deemed approved.

(3) If the plans are disapproved, Landlord will detail the reasons for the disapproval either on the plans or in a separate notice to Tenant. If the plans are disapproved, Tenant will, within 10 days after receipt of the disapproval notice from Landlord, submit amended plans to Landlord that incorporate revisions necessary to satisfy Landlord's reasons for the disapproval. Landlord will not unreasonably withhold approval of any amended plans. If Tenant is unable or unwilling to satisfy Landlord's reasons for disapproval by August 15, 2022, and:

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(a) if this addendum is executed after the lease commenced, then Tenant will not construct the improvements and this Addendum will have no further effect; or
(b) if this addendum is executed before the lease commences the lease will terminate and Landlord will refund any security deposit and advanced rent paid by Tenant.

(4) "Final plans" means the plans that Landlord approves under this Paragraph C.

D. Change Orders: Tenant must obtain Landlord's advanced written approval of any proposed changes to the final plans. Landlord will approve or disapprove any proposed change within 15 days after Landlord receives a copy of the proposed change order from Tenant. Landlord will not unreasonably withhold approval of any proposed change order. If Landlord does not notify Tenant of a disapproval of a proposed change order within the time specified, the proposed change order is deemed approved.

E. Contractor: Before construction begins Tenant will enter into a written construction contract with a contractor(s) acceptable to Landlord to construct the improvements in accordance with the final plans. Any subcontractors employed by Tenant or Tenant's contractors must be acceptable to Landlord. Landlord will not unreasonably withhold approval of contractors and subcontractors.

F. Construction:

(1) Tenant will diligently complete the improvements in accordance with the final plans and will satisfy any requirements of any governmental authorities having jurisdiction over the improvements. The construction of the improvements must be performed in a good workmanlike manner and must comply with all applicable laws, ordinances, rules, and governmental orders and regulations. Construction of the improvements may not:
(a) damage the Property except as specifically permitted by the final plans, including but not limited to damage to or interference with any structural component, system, or part of the Property;
(b) interfere with the rights or operations of any other tenant in the Property or with Landlord's management of the Property; and
(c) not obstruct any common area, walk, or drive except as Landlord permits.

(2) Landlord and Landlord's designees may inspect the construction of the improvements from time to time. If Landlord notifies Tenant of any construction defect or non-compliance with the final plans, Tenant must promptly correct the defect or non-compliance.

(3) All construction staging areas and dumpster locations are subject to Landlord's approval. Construction debris will not be allowed to accumulate on the Property. All construction debris will be completely removed from the Property upon completion of construction.

G. Completion:

(1) Tenant must substantially complete the construction of the improvements to the leased premises in accordance with this addendum on or before Sept.1, 2022. Except as provided in this paragraph, the failure to complete construction of the improvements by the date specified does not relieve Tenant of Tenant's obligations to pay rent or satisfy other terms and conditions of the lease. The time by which Tenant must complete construction may be extended only if: (a) Landlord causes the delay; (b) governmental authorities delay issuing permits or performing inspections through no fault of Tenant; or (c) a construction delay is caused by strike, lock-out, shortage of material, governmental restriction, riot, flood, or a cause outside Tenant's control. Any extension under this paragraph may be exercised by Tenant only if Tenant promptly notifies Landlord in writing of the extension after Tenant knows or has reason to know of any applicable delay which is cause for an extension. Any extension under this paragraph may not exceed the lesser of: the number of days of the delay caused by the specified cause for the delay or 45 days. If a delay authorized by this Paragraph applies, the Commencement Date and Expiration Date of the lease shall likewise be extended along with an appropriate adjustment in the rent due dates. If a delay is caused

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by Landlord and the delay exceeds the time for which an extension is permitted under this paragraph, Tenant may exercise its remedies under the default provision of the lease.

(2) Construction is complete when all the improvements are constructed in accordance with the final plans and Tenant provides Landlord with: (a) a final certificate executed by the supervising person; and (b) if required by a governmental body, a certificate of occupancy permitting Tenant to occupy the leased premises for the purposes set forth in the lease.

(3) The supervising person is Steve Lewis . The certificate of the supervising person is conclusive in any dispute involving the construction performed or required to be performed under this addendum.

H. No Liens:

(1) Tenant guarantees that Tenant will pay all costs of any liability related to the construction of the improvements described in this addendum and further guarantees the lien-free completion of the improvements against the leased premises and Property. Tenant may not create or place any lien or encumbrance, of any kind, upon the leased premises or Property that encumbers Landlord's interest in the leased premises or Property.

(2) Before Landlord reimburses Tenant for the cost of the improvements, Tenant must:
(a) deliver to Landlord a waiver of liens in recordable form acceptable to Landlord from each contractor, subcontractor, and materialman. The waivers must specify that: (a) the contractor, subcontractor, or materialman waive any and all claims against Landlord and waive any and all lien rights against Landlord's interest in the leased premises and Property; and (b) the contractor or subcontractor agree to hold Landlord harmless from any and all claims arising from or in connection with its work or materials;
(b) obtain any required certificate of occupancy; and
(c) commence business in the leased premises.

(3) If any lien is filed or asserted against any portion of the leased premises or Property as a result of the acts of Tenant or Tenant's contractors, subcontractors, or materialmen, Tenant must remove any such lien or lien claim within 20 days after receipt of notice from Landlord.

(4) Tenant will indemnify and keep Landlord harmless from all damages, costs, expenses, and attorney's fees that may arise from any lien or claim that may be filed or threatened as a result of the improvements to be constructed under this addendum.

I. Bonds: Before commencement of any construction, Tenant and Tenant's contractors, at no cost to Landlord, must post the following bonds in favor of the Landlord in the amounts specified: _____
_____
_____.

J. Insurance:

(1) Before any construction commences, Tenant must deliver to Landlord evidence that the insurance required by Paragraph 8A of the lease will be in effect not later than the day construction begins.

(2) Before any construction commences, Tenant must deliver to Landlord certificates of insurance, from insurers acceptable to Landlord, evidencing that any contractor maintains insurance to protect Landlord, Tenant, and the contractor from:

☐ (a) workman compensation claims and other employee benefit acts in an amount not less than $ _____ per occurrence;

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☐ (b) claims for damages from bodily injury or death to employees and others in an amount not less than $ _____ per person and $ _____ per occurrence; and

☐ (c) property damage in an amount not less than $ _____ per occurrence.

(3) The insurance required by this Paragraph J must cover any and all claims that may arise out of or as a result of the operations of the contractor or the contractor's subcontracor(s).

(4) The coverage required by this Paragraph J must be maintained by Tenant or Tenant's contractors, at Tenant's or the contractors' sole expense, during all times of any construction period. If Tenant fails or if any of Tenant's contractors fail to maintain the required insurance in full force and effect at all required times, Landlord may:
(a) purchase such insurance on behalf of Tenant or the contractor(s) and Tenant must immediately reimburse Landlord for such expense; or
(b) exercise Landlord's remedies for Tenant's default under the lease.

K. Tenant's Assumption of Liability: Tenant must promptly pay and discharge all costs, expenses, claims for damages, liens, lien claims, and any other liabilities which may arise from or in connection with the construction of the improvements described in this addendum. Tenant agrees to hold Landlord harmless from all costs, expenses, damages, liens, lien claims, and any other liabilities, which may arise from or in connection with the construction of the improvements described in this addendum.

L. Special Provisions: *(If applicable, include any business details, factual statements, or any requirements the parties must satisfy [for example, Landlord's obligation to complete shell construction by a certain date or by the time the license under Paragraph A commences].)*
Landlord reserves right to perform work or to determine improvements locations, process or contractors to access the EDC suite, if Tenant elects to connect the two suites. See Special Provisions Addendum.

Landlord: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

Tenant: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

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City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Discussion and possible action regarding the regulation of murals in the City.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Monte Akers

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION:
On July 6, 2022, the Lockhart Historical Preservation Commission considered an application (from Allison Geneser and Erika Kottwitz) for a mural to be painted on the south wall of the Stampworthy Goods business facing an alley. Measuring 10 feet wide by 16 feet tall, or 160 square feet, the mural would read "Welcome to Lockhart" in stylized lettering and featuring a cowgirl on a rearing horse. According to the applicants, the mural "…will provide a fun and safe photo op for visitors and locals alike, and (will) pave the way for more art around town." After consideration, Commissioner Ohlendorf moved to table the proposal until mural guidelines are set in place. The motion passed by a vote of 4-0.

The Commission's ordinance (28-3((e)(16), provides that the Commission shall "Formulate detailed design review guidelines and procedures addressing alterations of designated properties which shall be reviewed and ratified by the city council forthwith."
Municipal regulation of murals is a complicated area of the law involving first amendment and other issues, for which there is limited precedent to follow. Attached is a chapter from an American Bar Association book regarding regulation of art that discusses the issues and illustrates the complexity of the issue. Note the case arising in San Marcos that is highlighted on page 6.

It is requested that the Council provide staff with guidance on how such guidelines should be established and what they should contain.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

City of Lockhart, Texas

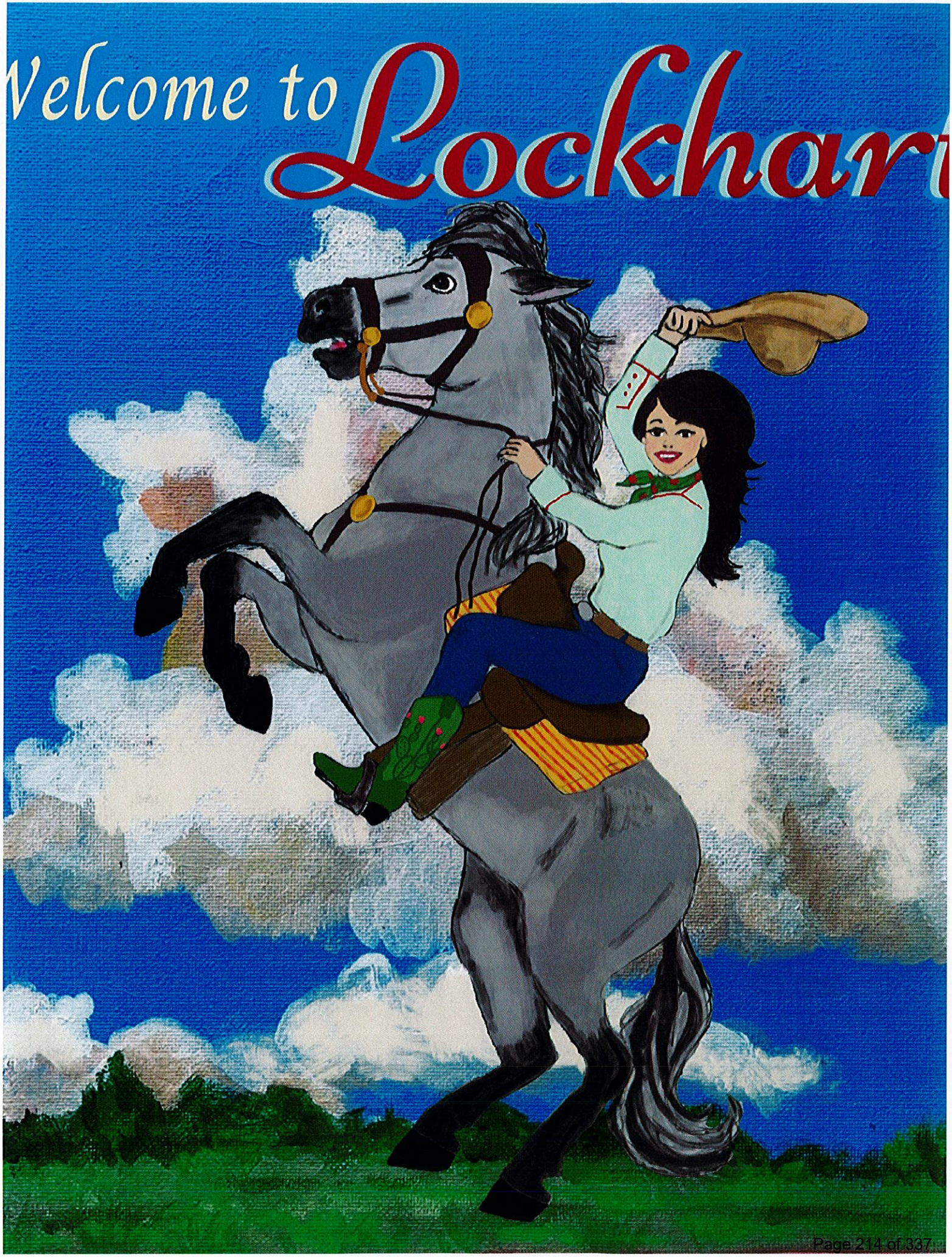
Council Agenda Item
Cover Sheet

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: Direction to staff.

STAFF RECOMMENDATION/REQUESTED MOTION: Direction to staff.

LIST OF SUPPORTING DOCUMENTS: Picture of mural, American Bar Assoc. regulations about Murals & Art.


Welcome to Lockhart

Understanding the First Amendment Limitations on Government Regulation of Artwork

This article is adapted from portions of "Chapter 4: Government Regulation of Art and Architecture" in the forthcoming book, Local Government, Land Use, and the First Amendment: Protecting Free Speech and Expression, *edited by Brian J. Connolly and published by ABA Publishing. The book will be released in 2017.*

Local government control of art arises frequently: for example, in the regulation of murals as a form of outdoor signage or advertising, in graffiti abatement, or in government selection of artwork for display in public parks or public buildings. These controls present many familiar First Amendment concerns. Because art has been characterized by the courts as a form of First Amendment-protected speech, regulations pertaining to artwork must be content neutral, contain adequate procedural safeguards, and may not be unconstitutionally vague. Artwork differs from other forms of speech, however, particularly signage, in one critical respect: in the case of artwork, the medium is commonly the message. While a written message on a sign could theoretically be conveyed regardless of the height, size, location, color, materials, or brightness of the sign structure, artwork is different. In many cases, the size, orientation, color, or materials comprising the work are of critical importance to the piece's communicative intent. Thus, while local government aesthetic regulatory interests are implicated in the regulation or control of art, the appropriateness of aesthetic interests in regulating artwork is debatable under the First Amendment. While the First Amendment broadly applies to artistic media, First Amendment concerns regarding the regulation of architecture are still in an antenatal state. Few court cases have considered First Amendment challenges to local design review requirements, building design mandates, or ordinances that restrict the extent to which buildings may look similar or different from one another. Because First Amendment protections have generally expanded since the Constitution was ratified, First Amendment challenges to architectural controls may increase in the coming years.

This article reviews First Amendment issues associated with regulation of artwork. The government practitioner, however, should review the First Amendment doctrines applicable to regulations of all forms of speech, such as content neutrality. The case law pertaining to local government controls of artwork and architecture is actually quite sparse. Cases generally applicable to speech regulation and, as discussed further herein, the government speech doctrine and public forum law, provide additional guidance in this area.

Forms of Local Government Regulation of Art and Architecture

Local governments regulate or control artwork in myriad ways. On private property, art regulation frequently arises via zoning codes, sign regulations, and nuisance abatement controls. Murals, paintings, and other two-dimensional works of art located on private property and that may be affixed to building walls, on signposts, or elsewhere are frequently regulated specially as "murals" or other forms of artwork, or as a form of signs under local sign regulations. Three-dimensional works of art located on private property, including sculptures or statuary, may be regulated by zoning regulations that restrict the placement or size of structures, or by building or fi re codes. Additionally, artwork may be regulated by local governments pursuant to their general authority to regulate nuisances; for example, many local governments prohibit graffiti

and other nontraditional forms of artwork under their nuisance control codes. In some circumstances, nuisance regulations such as those prohibiting the location of trash or junk cars on private property may limit displays of artwork. Some local governments completely exempt works of art on private property from regulation under zoning or sign codes.

Similarly, local governments may have ordinances or other laws controlling private individuals' use and placement of objects, including artwork, within public property. Local governments may also control artwork on public property through procurement and selection processes for art displays in public buildings. Some local jurisdictions have additionally initiated programs that *Require* public art, or cash payments into public art funds, in connection with private development applications. Some such ordinances require review of private developments' public art installations by local art committees. Additionally, recognizing the benefits of publicly-accessible art, many local governments have adopted "percent-for-art" ordinances, requiring that governmental expenditures on public works include public art.

First Amendment Application to and Protections for Art

Courts frequently err in favor of affording artists' subjective viewpoints significant latitude in determining the First Amendment's application to artwork. Music, theater, film, and visual art—including paintings, prints, photographs, and sculpture—as well as several other forms of expressive conduct, including tattooing, have been found to merit First Amendment protection. One court observed that "[v]isual art is as wide ranging in its depiction of ideas, concepts and emotions as any book, treatise, pamphlet or other writing, and is similarly entitled to full First Amendment protection."

A particular work need not be immediately and obviously identifiable as a work of art, i.e., it could be fairly abstract, to be protected. The scope of First Amendment protection for artwork, while expansive, is not boundless. The same carve-outs from First Amendment protection applicable to other media of speech, including or obscenity, fighting words, and incitement, exist with respect to artwork. The First Amendment does not protect obscenity.
The Supreme Court has defined obscenity as "works which, taken as a whole, appeal to the prurient interest in sex, which portray sexual conduct in a patently offensive way, and which, taken as a whole, do not have serious literary, artistic, political, or scientific value, "as determined by an "average person, applying contemporary community standards."

The foregoing test does not provide bright-line clarity as to what types of artwork are obscene for constitutional purposes. The Supreme Court has found "hard core" pornography
and child pornography to be outside of the scope of First Amendment protection, but courts have struck down local ordinance limitations on speech and expressive conduct as they related to poetry with a sexual content, pornography that may be understood as degrading toward women, depictions of animal cruelty, virtual depictions of child pornography,
films or artwork in which obscene images are paired with non-obscene material, and parody material.

Artwork that depicts nudity, violence, or thought-provoking portrayals containing sexual content is not likely to fall outside the scope of First Amendment protection. But, to the extent art

exhibits material of a vulgar, pornographic nature, it may not enjoy First Amendment protections.

As with artwork of an obscene nature, artwork containing elements of "fighting words," incitement, or defamation also falls outside the umbrella of First Amendment protection. When awork of art is intended to counsel viewers toward criminal violence, it may lack First Amendment protection. But, when an artist does not intend for her work to provoke unlawful action, and when the risk of such unlawful action is not great, the work would presumably be constitutionally protected.

An artist's free speech rights may be limited additionally by state common law limitations on "verbal torts," including defamation—slander or libel—as well as torts such as intentional infliction of emotional distress.

Specifically, when defamatory speech is on a matter of private concern and involves private individuals, the First Amendment generally does not protect the defendant speaker. Conversely, when speech critical of another relates to a matter of public concern Or when such speech involves a public figure, the speaker may have a First Amendment defense against a tort claim. Thus, artwork that criticizes a public figure or addresses a matter of public concern would likely carry First Amendment protections that would be unavailable if the work criticized or parodied a private individual on a matter of private concern.
While the foregoing exceptions relate to all speech, another exception to First Amendment protection pertains specifically to artwork. In recent decades, courts have established boundaries between art meriting First Amendment protection and commercial merchandise that is not protected speech.

Many of these cases arise in the context of street vendors of clothing or other souvenirs that claim that local licensing requirements interfere with protected speech. Commercial merchandise lacking "a political, religious, philosophical or ideological message" falls outside the scope of the First Amendment's protections. However, artwork does not lose its First Amendment protection simply because it is commercial in nature.

Commercial speech receives First Amendment protection, albeit less than noncommercial speech. Commercial speech has been defined by the Supreme Court as "expression related solely to the economic interests of the speaker and its audience," or speech that otherwise proposes a commercial transaction. Art in the form of commercial advertising, which bears the logo or trademark of a particular business or fi rm, or that otherwise proposes a commercial transaction, retains First Amendment protection.

<u>First Amendment Limits on Regulation of Art</u>

The First Amendment's application to specific works of art is based in large part on the ownership—public or private—of the underlying property where the artwork is being displayed. Regardless of whether artwork is displayed on public or private property, developing code definitions that meet First Amendment limitations is the most important and difficult task in regulating artwork. Many local regulations contain definitional distinctions between signage and

artwork. Because itis almost impossible to distinguish between signage and artwork without reference to the content of the message, these provisions defining artwork are likely content based and may be legally questionable following *Reed v. Town of Gilbert*
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Art on Private Property

Artwork on private property that is subject to local regulation typically falls into two categories: two-dimensional artwork such as wall murals or signage displaying murals or paintings and three-dimensional artwork such as sculpture or statuary. Graffiti is another form of artwork that frequently occurs on private property.

The First Amendment doctrine relating to regulation of artwork located on private property mirrors the doctrine associated more generally with signage on private property. In reviewing local regulations applicable to art, courts will generally look first to whether a regulation of noncommercial artwork on private property is content and viewpoint neutral, and if so, whether it is tailored to serve a significant governmental interest and whether ample alternative channels of communication are available.

If the regulation is content based, strict scrutiny applies, requiring a compelling governmental interest and least restrictive means of achieving that interest. For commercial works, courts apply the *Central Hudson* test requiring such regulations to serve a substantial governmental interest, directly advance that regulatory purpose, and not restrict more speech than is necessary.

Other concerns that might arise in the regulation of artwork on private property include whether the regulation effects an unconstitutional prior restraint or whether the regulation is vague or overbroad. If a local regulation is content based, the government has failed to establish a substantial regulatory interest, or the regulation is not appropriately tailored to the regulatory interest, it will most likely be invalidated.

Similarly, if the regulation does not provide adequate procedural safeguards, such as a concrete review timeframe, or if the regulation leaves administrative officers with unbridled discretion to approve or deny the display of certain artwork, the regulation may be an unconstitutional prior restraint. Moreover, if the regulation is vague or overbroad, or if the regulation suppresses too much speech, it may also be found unconstitutional.

Avoiding Content Bias: Definitions and Other Problems.

Content concerns arise in many areas of art regulation, but the most common problems relate to definitions of "sign," "mural," "art," or "artwork." In *Neighborhood Enterprises, Inc. v. City of St. Louis* the owner of a mural protesting alleged eminent domain abuses by St. Louis, Missouri, challenged the city's enforcement of its sign ordinance against the mural. The Eighth Circuit held that the city's definition of "sign," which exempted from its definition all flags, civic crests, and similar objects, was content based because the code's application to the mural rested on the message of the mural.

A similar problem arose when the Norfolk, Virginia, sign ordinance exempted from regulation "works of art which in no way identify or specifically relate to a product or service."
The Fourth Circuit found, "On its face, the former sign code was content-based because it applied or did not apply as a result of content that is, 'the topic discussed or the idea or message expressed.'" The court went on to find that the city's differential regulation of works of art was not narrowly tailored, since artwork could have the same detrimental impact on community aesthetics or traffic safety that garish signage might have.

Case law also provides an example of content neutral treatment of artwork. In *Peterson v. Village of Downers Grove* the court upheld a local government's ban on "painted wall signs." The court found the ban content neutral because it did not contain references to the message on a given sign. *Peterson* is instructive for local governments regarding the need to establish code definitions that do not create content-based distinctions, particularly in the arena of regulating artwork on private property. After *Reed*, it will be challenging for a local government to distinguish between, say, a "mural" and a "sign," or between a "sculpture" and a "structure," in a content neutral manner, although it may be possible to identify specific media of artwork in the same manner as was done in *Peterson*. Content neutral regulations of artwork should focus on the non-communicative aspects of the artwork. Examples of content neutral regulation of art include regulating the size, height, placement, or lighting of works of art.

Unlike with signage, however, regulating some of the locational aspects of art may give rise to claims of content discrimination, particularly when a particular work of art is alleged to be context- or location-specific.

Similarly, regulation of materials or color may be problematic, as the materials and colors used in the creation of a work of art are often central to the message of the particular work. More broadly, regulating noncommercial artwork differently from other forms of noncommercial speech may violate the First Amendment. When a local sign code contains different size, height, or other display limitations on murals as compared with political signage, that code is at risk of being found to be content based.

<u>Analysis of Content Neutral Regulations of Artwork.</u>

Content neutral regulations must be supported by a substantial or significant regulatory interest, and the regulation must be narrowly tailored to that interest. In the context of sign and visual display cases, the Supreme Court has found both aesthetic and traffic safety significant and/or substantial as they relate to sign regulation.

But there is scant case law on the governmental interests supporting regulation of artwork. While traffic safety may suffice as a governmental interest for purposes of regulating works of art, aesthetics is likely less sound given that the aesthetic concerns of a local government may be at odds with the message of a particular work of art. If the government is in the business of making the community beautiful, can the government prohibit "ugly" artwork whose ugliness isa critical part of its message? A local government's restriction on the size, height, or color of murals for aesthetic purposes may directly conflict with the central message of a muralist's work .Similarly, whereas many sign codes regulate the placement of signs within property and with respect to

street right-of-ways in order to preserve a particular community character, an artist's placement of a sculpture or mural—if the artwork is site-specific—may help to articulate the message that the artist wishes to convey with his or her work.

Furthermore, building safety, nuisance control, and other purposes underpinning zoning and building restrictions have not been widely reviewed for whether they are significant governmental interests in First Amendment litigation. In *Kleinman v. City of San Marcos*, a Texas city had an ordinance prohibiting property owners from keeping junked vehicles on their properties. A novelty store placed a wrecked Oldsmobile 88 in its front lawn, planted it with vegetation, and painted the car colorfully with the message "Make Love Not War." After ticketing the property owner and the commencement of litigation, the city stipulated to the fact that the car planter had some artistic expressive value. The Fifth Circuit found that the car's expressive value was secondary to its utility as a junked vehicle.

Applying the intermediate scrutiny test for expressive conduct, the court found that the junked vehicle ordinance was content neutral in purpose and narrowly tailored to serve the government's interest in preventing attractive nuisances to children, prevention of rodents and other pests, and reducing urban blight, vandalism, and depressed property values.
While the city's interests in blight prevention and preserving property values may have had some aesthetic component, the court did not analyze whether aesthetic interests alone could support prohibiting the creative car-planter as a form of artwork.

Narrow tailoring requires that the regulation in question directly advance the interest(s) asserted by the government. In the context of artwork, problems may arise where local codes treat murals differently from other forms of noncommercial speech, and where the regulatory interests at stake are not directly served by the differential treatment.

<u>Distinguishing Between Non-Commercial and Commercial Artwork</u>.

When a municipal code requires a property owner to obtain a permit for a commercial wall sign, but does not require a permit for a non-commercial mural, how does one address artwork displayed on the wall of a building that contains images of products sold inside the building? Business owners often use blank wall space on the side of a building to advertise products sold inside the building, beautify the premises of their properties, or to convey non-commercial or political messages. Determining whether such images constitute commercial or non-commercial speech is rarely simple.

Case law provides several illustrations of this problem. When a city attempted to prohibit a fuel station owner's mural depicting "the geography, indigenous plants, and archaeology of Mexico,[the] social advancements of the Mexican people in contemporary society as well as reflections upon a colonial period of Mexican history," placed in an effort to beautify the property and to attract customers to the station, a California court found the mural to be non-commercial speech.
And when a shop that sold fishing equipment, including bait and tackle, displayed a painted wall mural depicting fish and other aquatic plant and animal species, the mural was determined to be noncommercial speech: "[A]s the evidence demonstrate[d] . . . it reflects a local artist's

impression of the natural habitat and waterways surrounding [the subject shop], and also alerts viewers to threatened species of fish."

Conversely, a mural in Ohio depicting a "mad scientist" outside of a shop that sold nitrous oxide for racing cars was found to constitute commercial speech. In arriving at that conclusion, the court stated, "the crucial inquiry is whether the expression depicted in the appellants' mural either extends beyond proposing a commercial transaction or relates to something more than the economic interests of the appellants and their customers." The court found that "[t]he sign plainly is intended to attract attention to [the racing shop], which directly relates to that company's economic interests."

In another case, a Virginia pet day-care owner displayed a mural depicting dogs playing on the side of the building, in plain view of a dog park. The Fourth Circuit concluded that the mural was commercial speech because the mural was intended to attract attention of potential customers, it depicted images relating to services provided on the premises, and the owner had an economic motivation for displaying the mural.

Courts are generally more deferential to governmental regulations of commercial speech as compared with regulations of non-commercial speech, in part because the commercial speech doctrine does not require an initial determination regarding the content neutrality of the regulation in question. But local governments should take care to defi ne the boundary between commercial and non-commercial speech, using distinctions found in case law applicable to the local government.

Special Considerations.

An area that has been mostly unexplored in case law relates to local anti-graffiti ordinances. Many local governments have taken measures to prevent graffiti, based primarily on aesthetic concerns and an interest in preventing vandalism and property-related crime. In a 2007 case, a group of graffitists challenged New York City's prohibitions on the sale of aerosol paint cans and broad-tipped markers to persons under 21 years of age, and persons under21 from possessing such objects in public places, which were intended to control unwanted graffiti in the city. The Second Circuit upheld the district court's determination that regulation was content neutral, but also agreed with the conclusion that the ordinance provisions burdened more speech than was necessary to achieve the city's goals.

Earlier cases found similar restrictions to pass constitutional muster, although not on First Amendment grounds. To the extent anti-graffiti ordinances regulate in a content neutral manner and do not burden more speech than necessary, they are likely to be upheld by courts. Local governments should beware, however, that many current anti-graffiti ordinances likely contain content-based definitions of the term "graffiti." An example of a definition of "graffiti" that likely passes muster is one that references graffiti based on its unauthorized nature.
Another area that has received little judicial attention relates to public art programs in private development projects. Some local governments require that private development projects include public art, require dedications of money or artwork in connection with private development projects, or undergo design review of artwork. The constitutionality of these arrangements has

not been fully vetted. In a case originating in Washington state, a federal district court found that the city's requirement that signs be of a Bavarian style was not content based, did not constitute forced speech, and that a design review board charged with reviewing signs and architecture in the community did not constitute an unlawful prior restraint despite having "somewhat elastic" criteria for review. Similarly, the Oregon Court of Appeals held that the City of Portland's design review process as applied to billboards did not constitute an overbroad regulation or unconstitutional prior restraint due to the narrow construction of the design review board's purview.

Private Art on Public Property

The regulation of artwork on public property carries different considerations than artwork on private property. Two special problems arise in the regulation of artwork on public property: the sale or display of artwork on public property such as parks, sidewalks, or streets and government selection of artwork for public property, including government buildings, plazas, and parks.
Sale or Display of Private Artwork by Private Individuals on Public Property.

Many local codes prohibit the sale of commercial products or the solicitation of business on public property. Some of these code provisions create express exemptions for non-profit organizations or other forms of noncommercial speech. In cases addressing such regulations, courts first review where the property falls within the public forum doctrine, i.e., whether the property is a traditional, designated, limited, or non-public forum.

If the property is a traditional or designated public forum, restrictions must be content neutral and narrowly tailored to serve significant governmental interests, and these restrictions may regulate only the time, place, and manner of speech.

If the property is a limited public forum or a non-public forum, the restrictions must only be viewpoint neutral and reasonable, a far more deferential standard than that which is applied in traditional and designated public forums.

In a 2000 case, St. Augustine, Florida, attempted to enforce its ordinance prohibiting "selling, displaying, offering for sale or peddling any goods, wares or merchandise" on public property, including streets and sidewalks, against a street artist displaying and selling newspapers and art that contained political messages.

The code provision exempted non-profit and religious organizations, but did not contain any exemption for political speech. In a cursory analysis, the court found that the artist's visual art and newspapers were protected by the First Amendment and found that the public property regulated by the ordinance was a traditional public forum, thus requiring the regulation to be content neutral and narrowly tailored to a significant governmental interest.
Because the ordinance favored non-profit and religious organizations over other forms of non-commercial speech, the court held the restriction content based.

Similarly, a New York City law requiring street vendors to obtain a license for the sale of items on city sidewalks was found not to be narrowly tailored or to provide sufficient alternative

channels for communication. The restriction capped the total number of licenses available to sidewalk vendors citywide. After finding that the works being sold by sidewalk vendors were subject to First Amendment protection and that the traditional public forum analysis applied to the case, the Second Circuit found that the license requirement and cap were not narrowly tailored to the city's goals of reducing congestion and ensuring clear passage on the sidewalks. The court reasoned that the city could have employed time, place, and manner restrictions to ensure clear passage on the sidewalks while still offering vendors the opportunity to obtain a license, and that exceptions to the licensing cap called into question the rule's tailoring.
The court also found that the restriction did not provide ample alternatives, and that the sale of artwork on the street was more accessible than sales in galleries or elsewhere.

To the extent local governments prohibit the sale or display of commercial products on sidewalks or other public properties, exceptions made for non-commercial speech, including non-commercial artwork, should not distinguish among forms of non-commercial speech. Moreover, an outright ban or severe limitations on the display of non-commercial artwork in traditional public fora, such as streets or sidewalks, is likely to fail the narrow tailoring part of the intermediate scrutiny test. Time, place, and manner restrictions are permissible where necessary to ensure safe passage for pedestrians along public sidewalks, or to limit traffic c congestion along public streets. Additionally, where the regulation of artwork is taking place in a limited or nonpublic forum, restrictions and prohibitions can be much broader, so long as they are viewpoint neutral.

Government Selection of Artwork for Public Property.

Government agencies, from federal agencies to local governments, often beautify public properties through the use of artwork, including murals, sculpture, and other works of art. In some cases, these works of art are commissioned by the government, and in other cases, they are selected through an artwork selection process. Generally, the government has wide latitude to choose artwork for government properties and to relocate or remove that artwork in the event the government chooses to redevelop or otherwise modify government properties.

Cases addressing questions of government acquisition and placement of artwork have generally held that artwork acquired by the government for display on public property becomes the property and expression of the government, or alternatively, that the government's acquisition and display of artwork creates a nonpublic forum, where the acquisition process need only be viewpoint neutral and reasonable.

One court found that a sculpture located on the grounds of a federal government building constituted the expression of the government and could be relocated freely without the consent of the artist. That court additionally found that even if the sculpture's location had been a public forum, the sculpture's relocation was a time, place, and manner restriction because the government's purpose in relocating the sculpture was related to free passage of pedestrians on the plaza where the sculpture was located.

Other cases have held that government acquisition of artwork for display in public buildings or galleries creates a nonpublic forum, and government decisions to reject or remove artwork that

could be offensive or critical are permissible when the purposes of the forum are undermined by the artwork' s offensive or critical nature.

The foregoing judicial approach to government control of artwork on government property was recently reaffirmed by the First Circuit in the case of *Newton v. LePage.* There, the Maine labor department sought to remove a mural from a waiting room within its offices on the grounds that the mural did not depict evenhanded treatment of organized labor issues. In its analysis, the court did not rely on the public forum doctrine, but rather on the government speech doctrine, which was articulated by the Supreme Court just three years earlier. Although the court did not conclude that the mural was government speech, it nonetheless deferred to the government's choice to remove the mural and concluded that there was no First Amendment violation in so doing.

The government speech doctrine, which carves out from First Amendment application any speech promulgated by the government, lends additional support to local governments engaged in the selection and ownership of artwork on public property. With the adoption and expansion of the government speech doctrine by the Supreme Court, it can be expected that government decisions regarding the acquisition, display, relocation, and removal of works of art on public property will be subject to even lesser scrutiny.

The Supreme Court has found that donated monuments in a public park constitute government speech, as do specialty license plates. Given this recent case law, artwork selected by the government for display on public property is likely to be considered by a court to be government speech

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Conclusion

This article's review of artwork through a First Amendment lens occurs on the frontier of constitutional jurisprudence. Yet as First Amendment protections expand, we may be witnessing an expansion of First Amendment applicability that may sweep up previously unchecked governmental controls on artwork and architecture. Local governments are therefore advised to carefully consider how their zoning codes and other regulations affect the ability of artists and architects to speak through their work and to ensure that local efforts to make regulations content neutral and otherwise consistent with the First Amendment preserve free speech rights of all speakers.

Endnotes: (deleted for purposes of 7/19/22 Council meeting)

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 2022

AGENDA ITEM CAPTION: Discussion and possible action regarding Ordinance No. 2022-34 adopting a Code of Ethics and Anti-Discrimination Policy.

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: A draft ethics policy has been prepared for the Council's consideration that was considered at two previous council meetings and was postponed for further action.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:
Funds Required: N/A
Account Number: N/A
Funds Available: N/A
Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: The Council considered adoption of a draft ethics ordinance on March 15 and April 5, 2022, and postponed further action.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Consideration of revision of the draft ordinance in a manner outlined in the attached memo from the City Attorney and direction to staff.

LIST OF SUPPORTING DOCUMENTS: Memo from City Attorney, Draft Ethics Ordinance

MESSER ★ FORT ★ McDONALD
THE MUNICIPAL LAW FIRM
NORTH TEXAS | AUSTIN | ABILENE

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MEMORANDUM

TO: **Mayor, Council Members, City Manager, City of Lockhart**

FROM: **Monte Akers, City Attorney**

DATE: **July 15, 2022**

RE: **Further Consideration of Proposed Ethics Ordinance**

The Council considered adoption of a draft ethics ordinance on March 15 and April 5, 2022, and postponed further action. The draft ordinance is 10 pages in length and was modeled on that from other Texas cities, some of which are more lengthy (e.g. Kyle's is 14 pages, Leander's is 17 pages, Laredo's is 59 pages). The Council's original impetus for consideration of an ethics ordinance was concern about social media issues for council members, but the draft addresses various other issues, such as revolving door policies, application to all employees and board/commission members, use of city property for personal purposes, and topics already addressed under state or federal law (e.g. conflicts of interest, gifts/bribery, nepotism, prohibition of discrimination).

Further guidance from the Council is requested. Options for further consideration or action include:

1. Adoption of the draft ordinance in its current form;
2. Limiting ordinance to issues not addressed in state or federal law:
3. Eliminating revolving door provisions;
4. Limiting application to elected officials;
5. Removing provisions related to, e.g.:
   a. Disclosure of confidential information
   b. Communications between officers/board members regarding pending matters
   c. Acceptance of outside employment
   d. Appearances before boards, commissions, council, or in litigation
   e. Use of city property for personal purposes
   f. Political activity
   g. Application to former officers/employees;
   h. Limit policy to social media and/or other topics of council concern.
6. Adding topics not addressed in draft ordinance;
7. Scheduling a workshop for further discussion; or
8. Other action as directed by the Council.

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DRAFT

ORDINANCE NO. 2022-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ADOPTING A CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY; AMENDING CHAPTER 2 OF THE LOCKHART CODE OF ORDINANCES TO ADOPT A NEW ARTICLE VII FOR THAT PURPOSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS

WHEREAS, it is appropriate and necessary for good government and to promote personal integrity, honesty and ethical conduct in all activities undertaken by City Officials, that the City of Lockhart adopt a Code of Ethics and Anti-Discrimination Policy; and

WHEREAS, the adoption of the Code of Ethics and Anti-Discrimination Policy is in the best interest of the City of Lockhart and will promote personal integrity, honesty and ethical conduct in all activities undertaken by City Officers, Officials, and employees, as well as the health, safety, and welfare of the citizens of the City of Lockhart and the general public; and

WHEREAS, the City Council deems it advisable to adopt a Code of Ethics and Anti-Discrimination Policy to provide a code of ethics and standard of conduct for City Council members Officials, and employees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT: **Section 1**. **Adoption of Code of Ethics and Anti-Discrimination Policy**. The City Council hereby amends Chapter 2 of the City of Lockhart Code of Ordinances to add a new Article VIII to adopt a Code of Ethics and Anti-Discrimination Policy, as follows:

ARTICLE VII. CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY

Sec. 2-320 – Statement of Purpose.

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. Such confidence depends not only on the conduct of those who exercise official power, but also on the availability of aid or redress to all persons on equal terms. For the purpose of promoting confidence in the government of the City of Lockhart and thereby enhancing the city's ability to function effectively, this code of ethics and anti-discrimination policy is adopted. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this code of ethics and anti-discrimination furthers the legitimate interests of democracy.

Sec. 2-321. - Definitions.

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board means a board, commission or committee which is established by city ordinance, city Charter, interlocal contract or state law and any part of whose membership is appointed by the city council.

Business entity or *entity* mean a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized in law.

Confidential Information means any information that a City Council member is entitled to because of his official position but otherwise is not available to the public generally without an open records request pursuant to the provisions of the Texas Public Information Act (the "Act"), Government Code Chapter 552 and/or is not available to the public under the Act.

Discrimination means treating, or proposing to treat, someone unfavorably because of that person's "protected personal characteristics," as that term is defined herein. Discrimination can occur:

- Directly, when a person or group is treated less favorably than another person or group in a similar situation because of a personal characteristic.
- Indirectly, when an unreasonable requirement, condition or practice is imposed that has, or is likely to have, the effect of disadvantaging people with a personal characteristic.

Employee means a person employed or paid a salary by the city on a full-time basis excluding officers and officials.

Incidental interest means an interest in a person, entity or property which is not a substantial interest, and which has insignificant value, or which would be affected only in a de minimis fashion by a decision. This division does not establish dollar limits on the terms "insignificant value" and "de minimis," which shall have their usual meanings and be subject to interpretation on a case-by-case basis.

Interest or *benefit* means anything reasonably regarded as economic gain or economic advantage, other than incidental or remote interests. The term applies to the official and also to any person who is related to such official within the second degree by consanguinity or affinity.

Officer means the mayor and members of the city council.

Official means officers and members of any board, commission, or committee which is established by city ordinances, city charter, interlocal contract, or state law, and any part of whose membership is appointed by the city council.

Official Capacity means a person acts in his or her "official capacity" in performing the duties and exercising the powers of the office or the person's employment, as this term is defined under other applicable law

.

Protected personal characteristics means race; gender; age; sexual orientation; disability; religion; country of origin; ethnic background; intersex status or gender identity, including gay, lesbian, bisexual, transsexual, transgender, questionable, and heterosexual; political affiliation and/or any personal characteristic protected by the law.

Remote interest means an interest of a person or entity, including an officer, official, or employee who would be affected in the same way as the general public. The interest of such a person a in the property tax rate, general town fees, city utility charges or a comprehensive zoning ordinance, or similar decisions is incidental to the extent that person would be affected in common with the general public.

Sexual harassment means behavior characterized by the making of unwelcome and in appropriate sexual remarks or physical advances in a workplace or other professional situation.

Sec. 3-322. - Policy.

(a) It is hereby declared to be the policy of the city that the proper operation of democratic government requires that:

(1) Officers, Officials, and employees be impartial and responsible to the people of the city;

(2) Governmental decisions and policy be made using the proper procedures of the governmental structure;

(3) No officer, official, or employee has any interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest;

(4) Public offices not be used for personal gain;

(5) The city council at all times be maintained as a nonpartisan body;

(6) Officers, officials, and employees fully comply with state statutes, as amended, concerning conflicts of interest;

(7) Officers, officials, and employees be committed to providing a safe, flexible and respectful environment for fellow officers, officials, and employees, and Lockhart citizens, free from all forms of discrimination and sexual harassment.

(8) The city council, city boards and commissions, and city departments, at all times, be required to treat others with dignity, courtesy, and respect.

(b) To implement this policy, the city council has determined that it is advisable to enact this code of ethics and anti-discrimination policy for all officers, officials, and employees, whether elected or appointed, paid or unpaid, advisory, or administrative, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse

to abide by its terms.

(c) It is the express intent of the city council that this Code of Ethics and Anti-Discrimination Policy not be interpreted to discourage officers, officials, or employees from expressing their personal opinions or viewpoints in regard to any matter related to city policy or business during business hours or in any formal or informal meeting of the city.

Sec. 3-323. - Standards of conduct.

(a) No officer, official, or employee shall:

(1) Accept or solicit any money, property, service, or other thing of value by way of gift, favor, loan or otherwise which he knows or should know is being offered or given with the intent to unlawfully influence such person in the discharge of official duties, or in return for having exercised or performed official duties.

(2) Use his or her position to secure special privileges or exemptions for himself, herself, or others.

(3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. (This shall not prohibit the granting of fringe benefits to city employees as part of their contract of employment or as an added incentive to the securing or retaining of employees).

(4) Disclose information deemed confidential by law that could adversely affect the property or affairs of the city, or directly or indirectly use any information understood to be confidential which was gained by reason of his official position or employment for his or her own personal gain or benefit or for the private interest of others.

(5) Transact any business on behalf of the city in his or her official capacity with any entity with which he or she is an officer, agent, or member or in which he or she has an interest. In the event that such a circumstance should arise, no violation of this subsection occurs if he or she shall make known his or her interest, and:

A. In the case of an officer or official, refrain from discussing the matter at any time with members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or

B. In the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

(6) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his or her duties and responsibilities with the city, or which might impair his or her independent judgment in the performance of his or her public duty.

(7) Personally provide services for compensation, directly or indirectly, to a person, entity or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does

not apply to outside employment of an officer, official, or employee if the employment is the person's 's primary source of income.

(8) Receive any fee or compensation for his or her service as an officer, official, or employee of the city from any source other than the city, except as may be otherwise provided by law. This shall not prohibit his or her performing the same or other services for a public or private organization that he or she performs for the city if there is no conflict with his or her city duties and responsibilities.

(9) Personally represent, or appear on behalf of, the private interests of others:

A. Before the city council or any city board or department;

B. In any proceeding involving the city; or

C. In any litigation to which the city is a party.

(10) In the case of an official, personally represent, or appear on behalf of, the private interests of others:

A. Before the board of which he or she is a member;

B. Before the city council;

C. Before a board which has appellate jurisdiction over the board of which he or she is a member; or

D. In litigation to which the city is a party if the interests of the person being represented are adverse to the city and the subject of the litigation involves the board on which the official is serving or the department providing support services to that board.

(b) Use his or her official position or city-owned facilities, personnel, equipment, supplies, vehicles, printing facilities, postage facilities, long-distance telephone services or any other resources for private purposes, personal advantage, pecuniary gain for such person or for others, or for any political campaign for himself, herself, or others. However, this shall not prohibit an officer, official, or employee from using his or her official position to promote or encourage economic development and businesses within the city, provided:

(1). the officer, official, or employee, and any person related to that person within the second degree by consanguinity or affinity, does not receive a benefit from such promotion or encouragement, and

(2). the promotion or encouragement of economic development and businesses is not for the purpose of promoting, and does not promote other than incidentally, the officer, official, employee, or any person related to that person within the second degree by consanguinity or affinity

(c) Use the prestige of his or her position with the city on behalf of any political party.

(d) Knowingly or willfully solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose to be used in conjunction with any city election

(e) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of valid city ordinances, rules or regulations or the achievement of official city programs.

(f) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.

(g) Engage in sexual harassment, or discrimination based on race, gender, age, sexual orientation, disability, religion, country of origin, or political affiliation or any act deemed unlawful.

(h) Use his or her position to obtain confidential information about any person or entity except in his or her official capacity.

(i) Disclose any confidential information gained through the officer's, official's or employee's office or position concerning property, operations, policies, personnel, or affairs of the city;

(j) Use such confidential information to advance any economic interest or personal interest of the officer, official, or employee or to confer any benefit to that person, or a family member related within the second degree of affinity or consanguinity.

(k) If an officer, official, or employee requests to review, inspect or copy any confidential information not previously made available to that person in his or her position with the city, that request shall be made to the City Manager. If the City Manager determines that the request is not relevant to the requesting person's official capacity, the request shall be denied, but a, requesting officer or official may appeal that determination to the City Council, who, by a public majority vote of the City Council present, excluding an officer requesting the information, may authorize or deny disclosure of the confidential information.

Sec. 3-324. - Prohibition on conflict of interest.

An officer or official may not participate in a vote or decision on a matter affecting a person, entity, or property in which the officer or official has a substantial interest under Ch. 171, Local Gov't Code. In addition, an officer or official who serves as a corporate officer or member of the board of directors of a nonprofit entity which is not appointed by the city council may not participate in a vote or decision regarding funding by or through the city for the entity. Where the interest of an officer or official in the subject matter of a vote or decision is remote or incidental, such officer or official may participate in the vote or decision and need not disclose the interest.

Sec. 3-325. - Restrictions on former city officers and employees.

(a) When used in this section, the terms "before the city" shall mean before any officer or official of the city.

(b) When used in this section, the term "represent" shall include all communications with and appearances before the city in which the city is asked to make a decision, as that term is defined in this chapter. The term "represent" does not include communications and appearances involving only

ministerial action on the part of the city.

(c) When used in this section, the term "case, project or matter" shall refer to specific cases, projects, or regulatory matters, rather than generic policies, procedures, or legislation of general application. For instance, adoption of an ordinance or amendment to the Code of Ordinances that applies to the public generally, is not a "case, project or matter" within the meaning of this section; however, an ordinance, resolution, permit or license, zoning change, variance, inspection related to a person, entity, or specific zoning case or site plan, or similar type of action requiring city approval, will constitute a "case, project or matter" subject to the restrictions imposed in this section.

(d) An officer, official, or employee who leaves service or employment with the city shall not represent, formerly or informally, any person or entity in any case, project, or matter in which the former officer, official, or employee was involved in any significant decision-making role, application processing, vote, or inspection while with the city.

(e) An officer, official, or employee who leaves service or employment with the city and who accepts employment by, contracts with, or receives other compensation from a person or entity that is involved in any case, project, or matter in which the former officer, official, or employee was involved in any significant decision-making role, application processing, vote, or inspection while with the city, shall disclose such involvement to the person or entity prior to being employed by, contracting with, or agreeing to receive compensation from the person or entity.

(f) Violation of subsection (d) or (e), above, may be grounds for denial or dismissal of any case, project, or matter that is filed by, imposed upon, or requested by the person or entity for whom the former officer, official, or employee is employed, contracts with, or represents.

Sec. 3-327. – Social Media

(a) Officers shall include a disclaimer on their social media pages stating the account is for the officer's personal use and is not sponsored or otherwise managed by the city, nor does it reflect the views or beliefs of the city or city council as an institution.

(b) Officers and Officials should not utilize the City of Lockhart logos on their social media.

(c) Officers are prohibited from posting content on their social media that disparages any person on the basis of protected personal characteristics.

Sec. 3-328 – Violations

(a) Violations of this policy by employees will be subject to review and appropriate action by the city manager, which may include dismissal from employment.

(b) Violations or alleged violations of this policy by officers or officials shall be subject to review and appropriate action by the city council. Upon determination that a violation has occurred, the city

council may, by majority vote, impose any of the following actions, which are provided in a graduating scale of severity, as follows:

1. Verbal reprimand in executive session held pursuant to Sec. 551.074, Tex. Gov't Code.
2. Verbal reprimand in a public meeting.
3. Written reprimand.
4. Adoption of a resolution of censure.
5. Adoption of a resolution of censure and its publication on the city website.
6. Adoption of a resolution of censure and its publication in print media.
7. Removal of the officer or official from council-appointed committees, commissions, or boards.
8. Removal of the official from the board or commission on which he or she serves.
9. Request for the officer or official's resignation.

(c) Any individual who believes that an officer, official, or employee has acted in violation of this policy may promptly file a written complaint with the city manager, who shall, in consultation with the city attorney, determine the appropriate action or may submit the complaint to the city council for such determination.

Section 2. **Effective Date**. This ordinance shall take effect immediately from and after its passage.

Section 3. Open Meetings. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND ADOPTED on this the ___ day of _____, 2022.

CITY OF LOCKHART

_____
Lew White, Mayor

ATTEST:

_____
Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:

_____
Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item
Cover Sheet

COUNCIL MEETING DATE: July 19, 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.

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

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

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:

   a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; *provided, however, that*:
      i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
      ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.

   b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:

      i. Sections 418.1015(b) and 418.108 of the Texas Government Code;

      ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;

      iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;

      iv. Chapter 54 of the Texas Local Government Code; and

      v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

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

   c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.

5. To further ensure uniformity statewide:

   a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

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

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

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

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

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

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

JUL 29 2021

GOVERNOR GREG ABBOTT

August 25, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK
AUG 25 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-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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2pm O'CLOCK

AUG 25 2021

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

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

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

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

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

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.

2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.

3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.

4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.

5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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2PM O'CLOCK

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.

GREG ABBOTT
Governor

ATTESTED BY:

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
3:30pm 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

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

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.

GREG ABBOTT
Governor

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

AUG 29 2021

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
4:30pm O'CLOCK

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER
GA 40

Relating to prohibiting vaccine mandates, subject to legislative action.

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

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

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

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

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

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

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

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

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

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

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

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SECRETARY OF STATE
4:30pm 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

GREG ABBOTT
Governor

ATTESTED BY:

JOE A. ESPARZA
Deputy Secretary of State

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

OCT 11 2021

Lockhart
TEXAS

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
TEXAS

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 contraints) 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
Jeffry 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
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Facilitated by Opportunity Strategies LLC

Lockhart
TEXAS

City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

Opportunity Strategies LLC

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	*N/A Brand new/created in 2020*	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	*N/A Brand new/created in 2020*	
14. Develop fiber down 142, 183, and the Central Business District	*N/A Brand new/created in 2020*	

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	*N/A Brand new/created in 2020*	
8. Sell church property	*N/A Brand new/created in 2020*	
9. Create a Youth Advisory Board to explore options around youth programs/activities	*N/A Brand new/created in 2020*	
10. Implement downtown drainage improvements	*N/A Brand new/created in 2020*	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	*N/A Brand new/created in 2020*	
12. Promote beautification projects through teamwork	*N/A Brand new/created in 2020*	
13. Clean up trash/enforcement citywide	*N/A Brand new/created in 2020*	
14. Enhance lower income districts with beautification efforts	*N/A Brand new/created in 2020*	

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 1st 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 1st 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)	**Fir**e: Fire Department is preparing an emergency management tabletop exercise for City staff. **Police:** Upgraded Police Officer body-worn cameras to 3rd 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 3rd quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	*N/A Brand new/created in 2020*	
h. Begin TXDOT safety projects	*N/A Brand new/created in 2020*	
i. Promote a Neighborhood Watch Program	*N/A Brand new/created in 2020*	

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:

Opportunity Strategies LLC

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
GONZALES-SANCHEZ	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.
MCGREGOR	4	Public relations position work with social media/ get the word out about Lockhart
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
GONZALES-SANCHEZ	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.
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 Facilites	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 recommmended 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 unsighlty 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 accommate 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: 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. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the sqaure.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off 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

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		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 LISD 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 Improvemens: 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 Neighborhool 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 alot of training that is free but alot additonal money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilizied 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
		Devlop 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	Tourisn
		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 FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		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.

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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	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)	In-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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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	Devlop an oral history project to support a future "Walking Tour" app for Lo	General Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County Judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

8:56 AMU:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

	LOCKHART CITY COUNCIL FY 17-18 GOALS			
		Category and Priority Order		
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside		CITY BLDGS
BW	3	Spruce up and clean up City properies		CITY BLDGS
BH	4	Improve City Facilities Appearance	General Fund	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)		ECCONOMIC 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	Infastructure	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 apprroved: $ 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 $70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If ther are cars parked on both sides of the streets, only one care can pass through at a time. Then it becomes a one lane street. I have witnessed a differenct angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking =$ 12,000; will probably loose 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 subdivisons, 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 emlpoyees 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

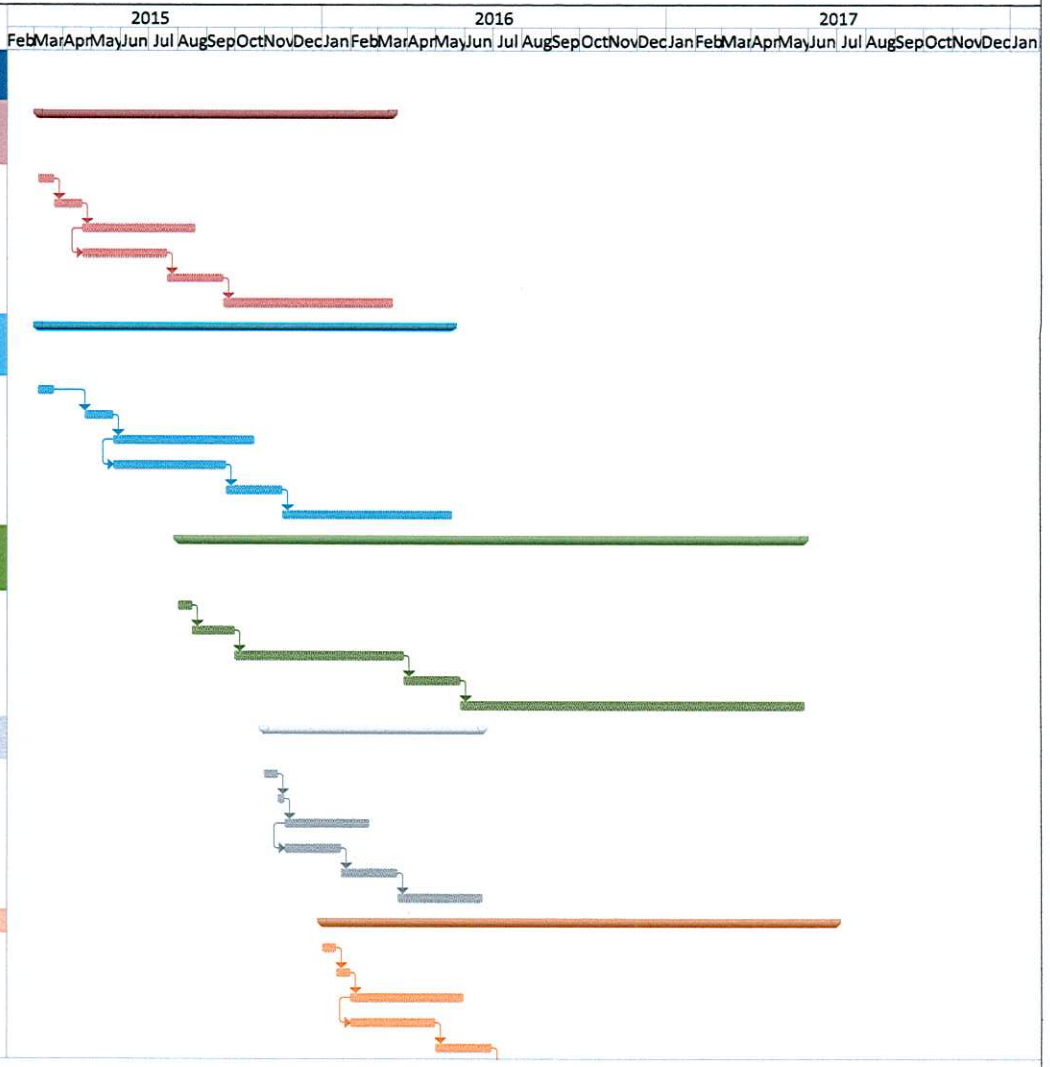
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																					
Hotel Tax Fund																					
2016 GO Refunding				40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
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
$14,124,890.00		TOTAL PROJECT COST			
$2,068,024.00	1	**DRANING 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**			
		Surevying 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



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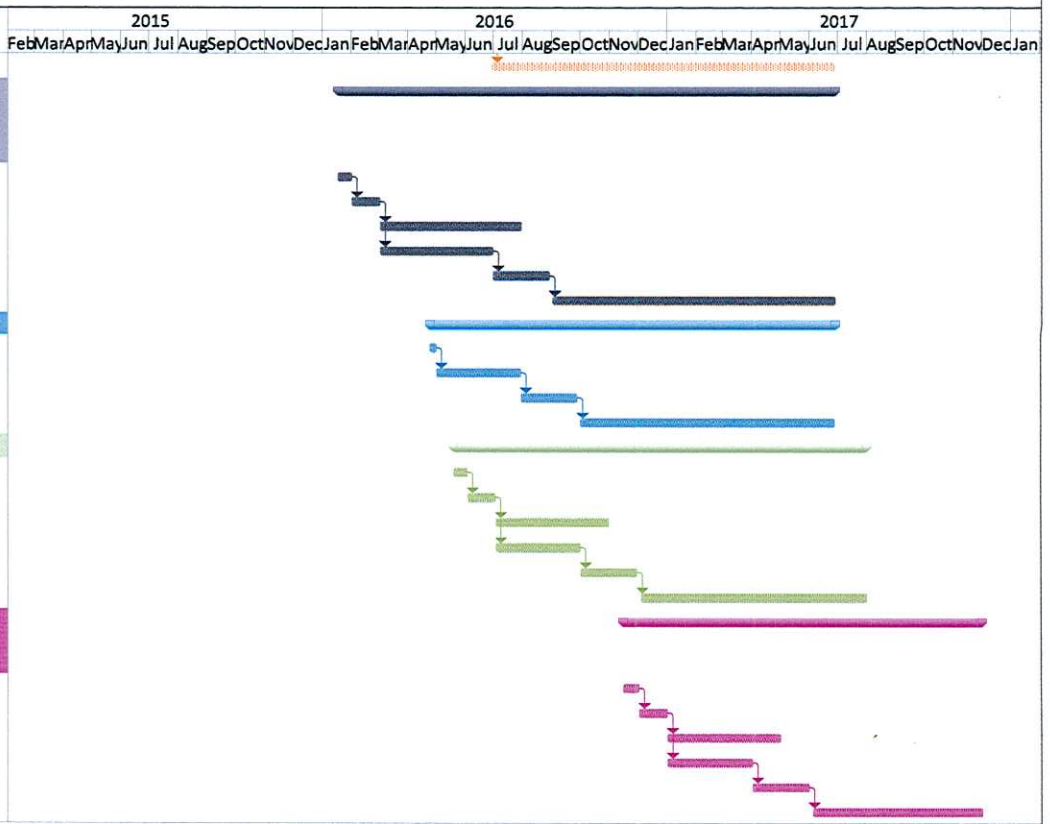
City of Lockhart
2015 BOND PROGRAM

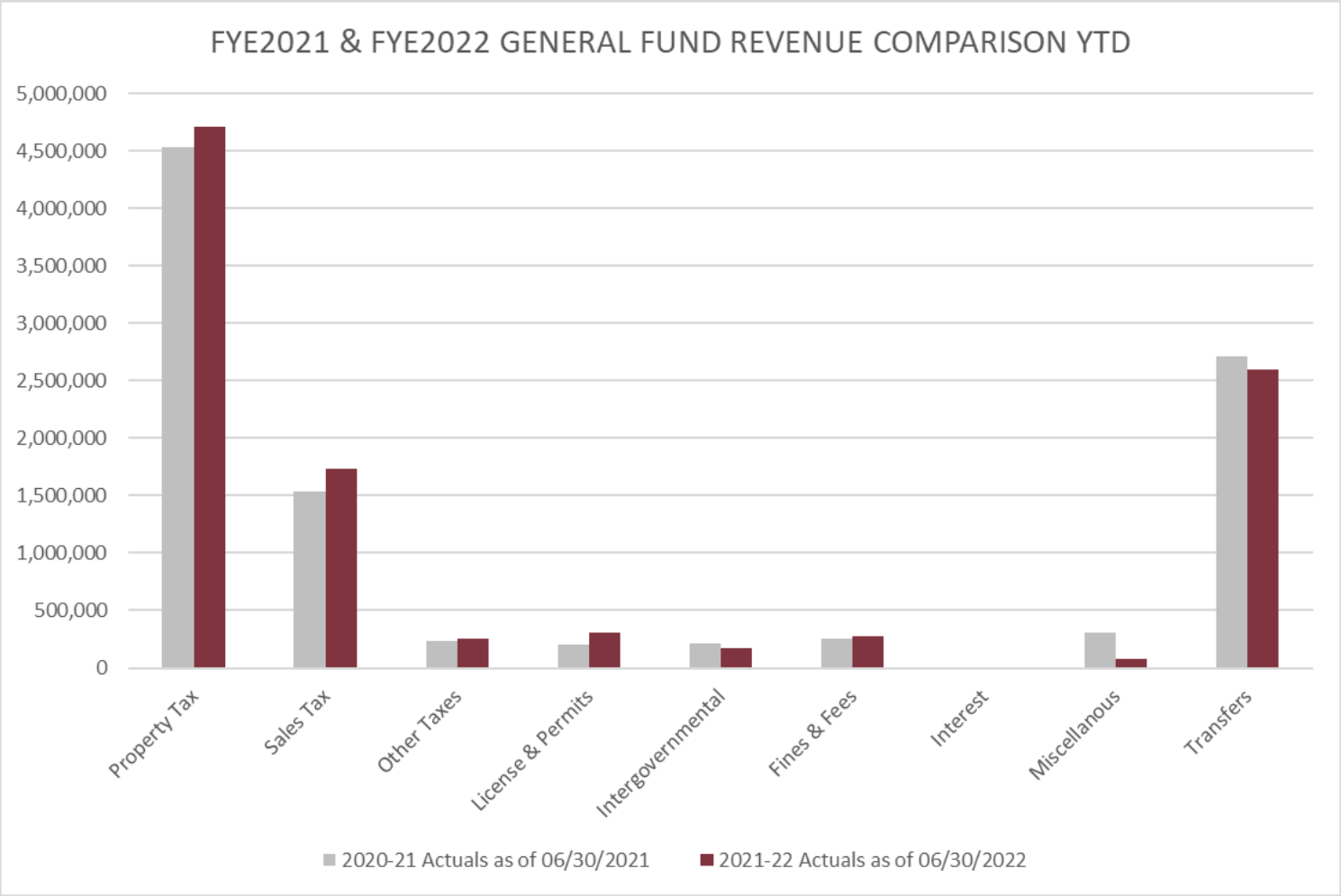
Cost	Notes	Task Name	Duration	Start	Finish
		Construction	365 days	Thu 6/30/16	Thu 6/29/17
$1,355,516.00	6	**SH130 WATER MAN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001**			
		Surevying Proposal	15 days	Mon 1/18/16	Mon 2/1/16
		Survey	30 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



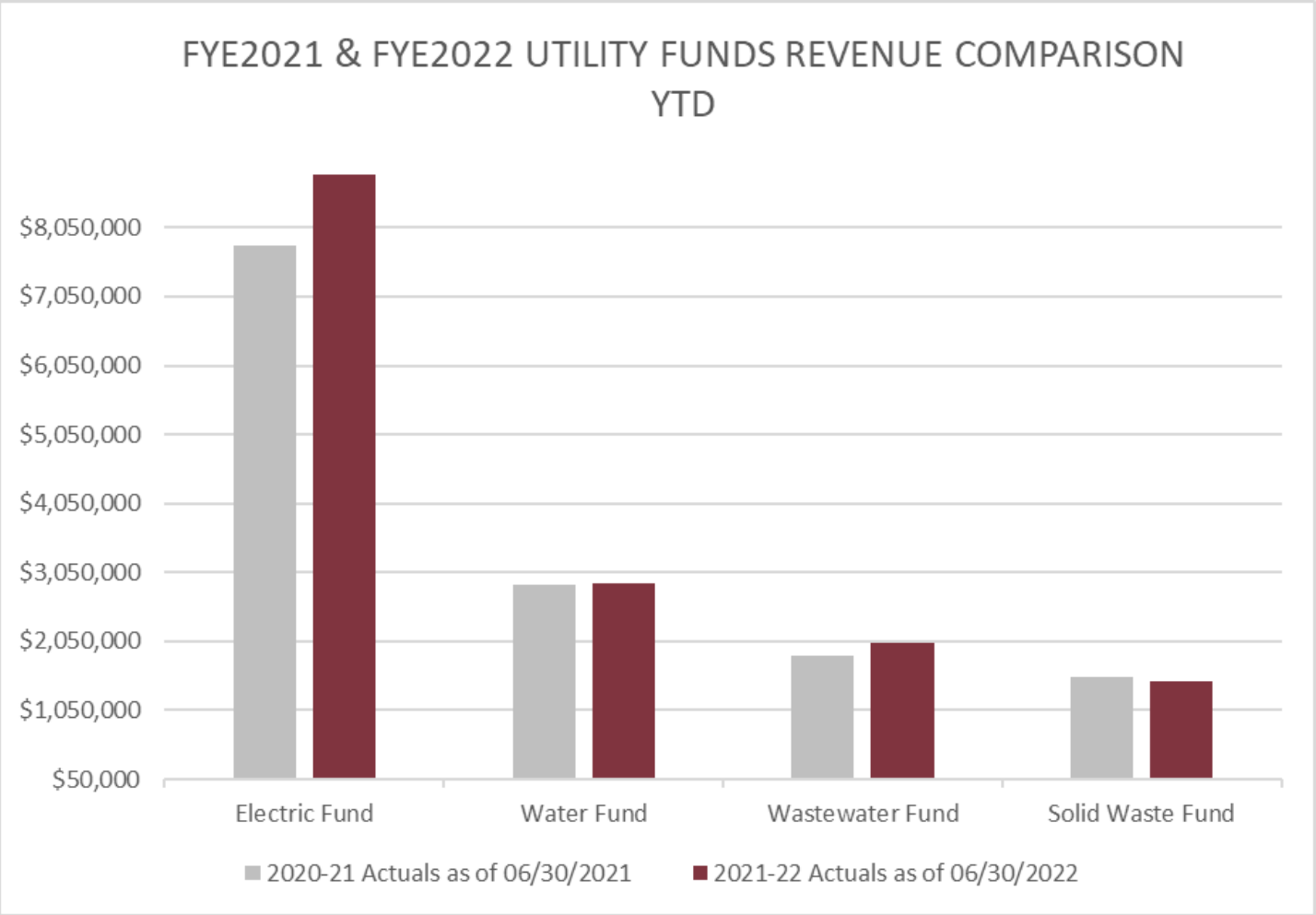
Lockhart Financial Focus

Oct – June 2022

3rd Quarter

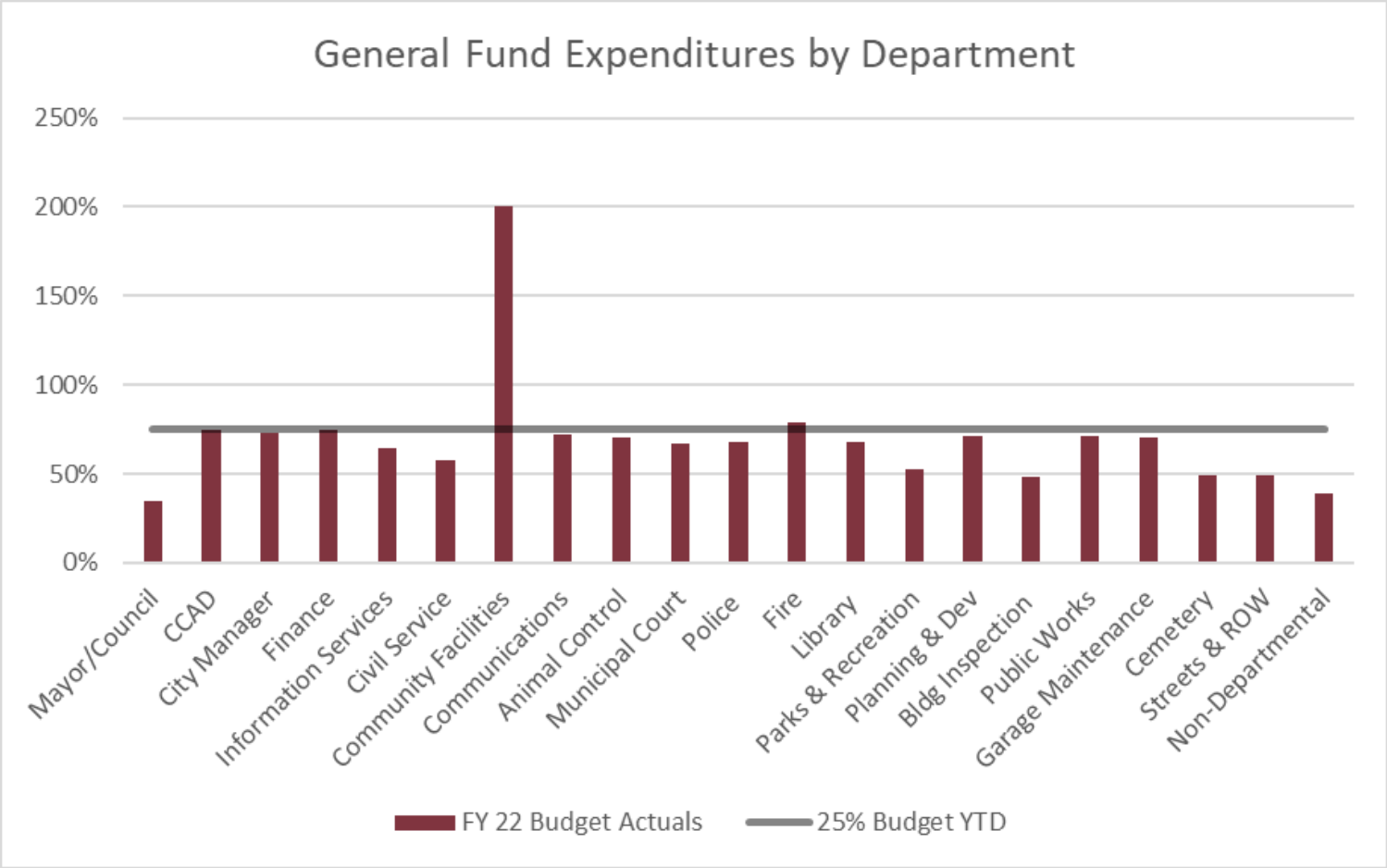


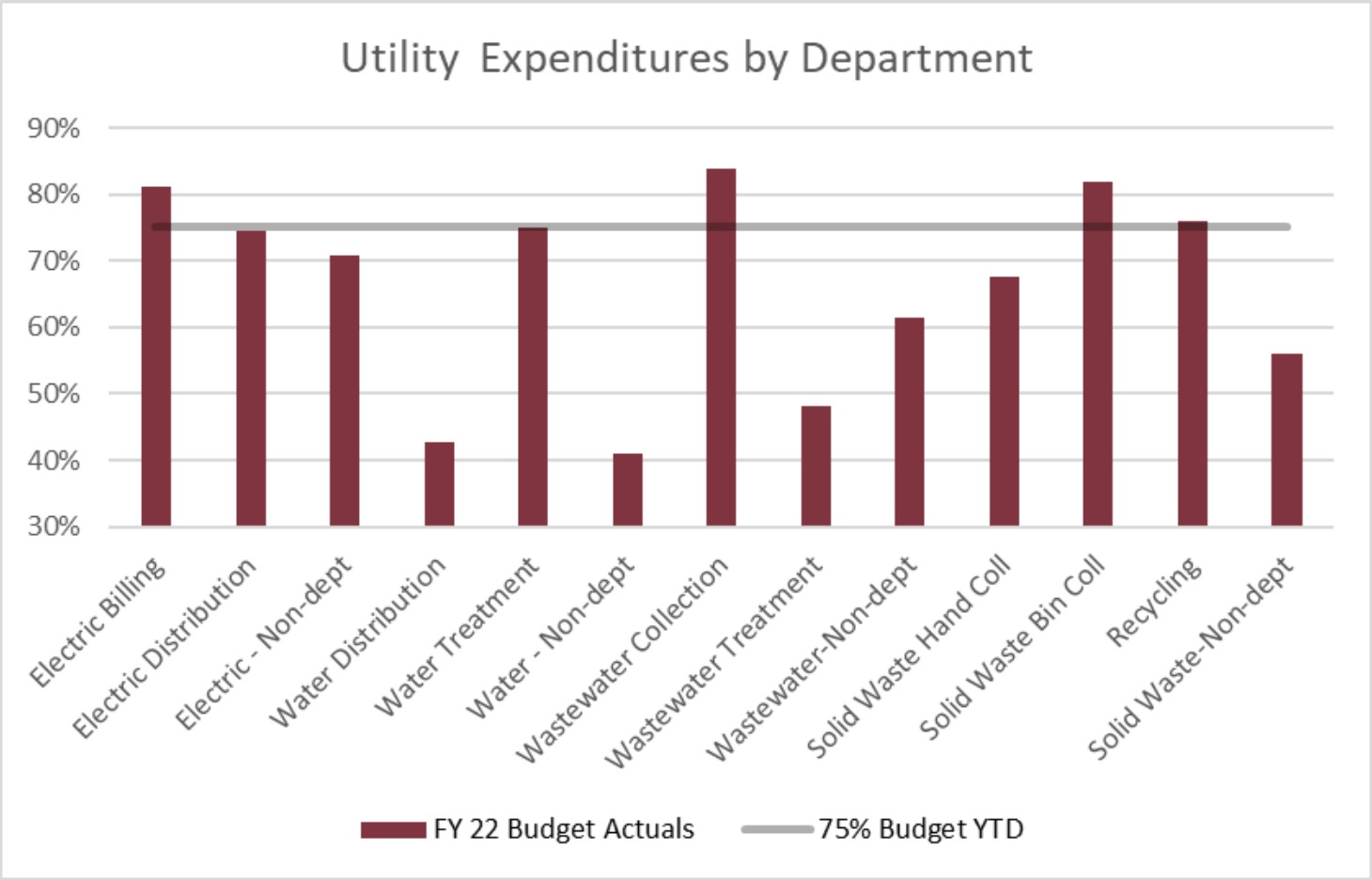
CITY OF Lockhart FINANCE


FYE2021 & FYE2022 UTILITY FUNDS REVENUE COMPARISON YTD
$8,050,000
$7,050,000
$6,050,000
$5,050,000
$4,050,000
$3,050,000
$2,050,000
$1,050,000
$50,000
Electric Fund
Water Fund
Wastewater Fund
Solid Waste Fund
2020-21 Actuals as of 06/30/2021
2021-22 Actuals as of 06/30/2022

REVENUES IN THE 3rd QUARTER (75% OF BUDGET)

General fund revenues – Property tax revenues are at 96.2% ending the 3rd quarter of the fiscal year. Sales tax revenues are currently at 84%, 9% above the 75 percentiles for 3rd quarter. License and permits are 80% to over 100% respectively. Intergovernmental is low during the current reporting period because of revenues yet to be collected for Student Resource Officers (LISD). Interest revenue (156%) is beginning to increase due to interest rates rising in the market. Transfer revenues are decreased due to a temporary halt in transfers to the General because of increased sales tax revenues. Reducing transfers is good fiscal responsibility.
Electric revenues are at the 72.3% of the 3rd quarter budget with higher revenue expected during the peak months of the 4th quarter.
Water revenues are at 71.5% of the budget year's 75%. Water revenues increase during summer months.
Wastewater - It is currently 76% of the budgeted revenues of 75%.
Solid Waste revenues are slightly less than 75% of budgeted revenues due to change in contract mid-year.

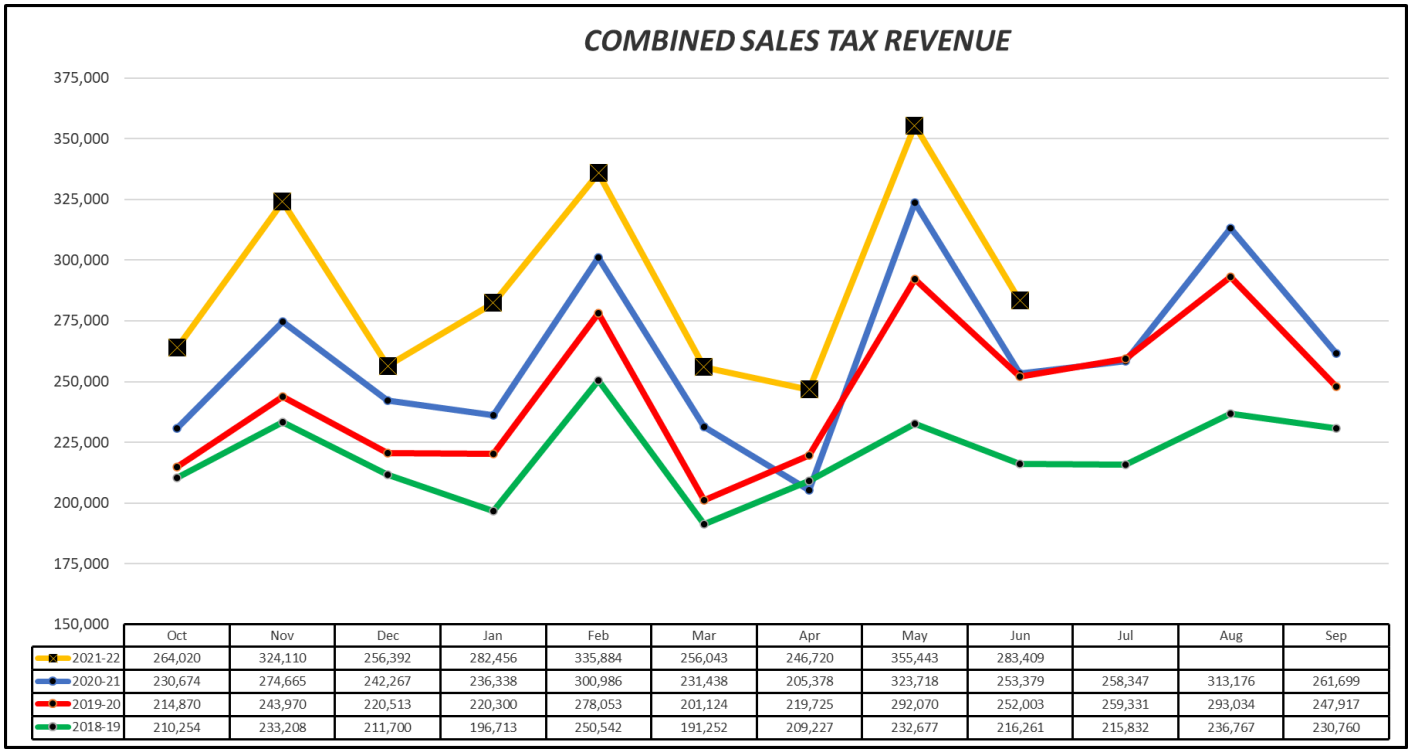

General Fund Expenditures by Department
250%
200%
150%
100%
50%
0%
Mayor/Council
CCAD
City Manager
Finance
Information Services
Civil Service
Community Facilities
Communications
Animal Control
Municipal Court
Police
Fire
Library
Parks & Recreation
Planning & Dev
Bldg Inspection
Public Works
Garage Maintenance
Cemetery
Streets & ROW
Non-Departmental
FY 22 Budget Actuals
25% Budget YTD


Utility Expenditures by Department
90%
80%
70%
60%
50%
40%
30%
Electric Billing
Electric Distribution
Electric - Non-dept
Water Distribution
Water Treatment
Water - Non-dept
Wastewater Collection
Wastewater Treatment
Wastewater-Non-dept
Solid Waste Hand Coll
Solid Waste Bin Coll
Recycling
Solid Waste-Non-dept
FY 22 Budget Actuals
75% Budget YTD

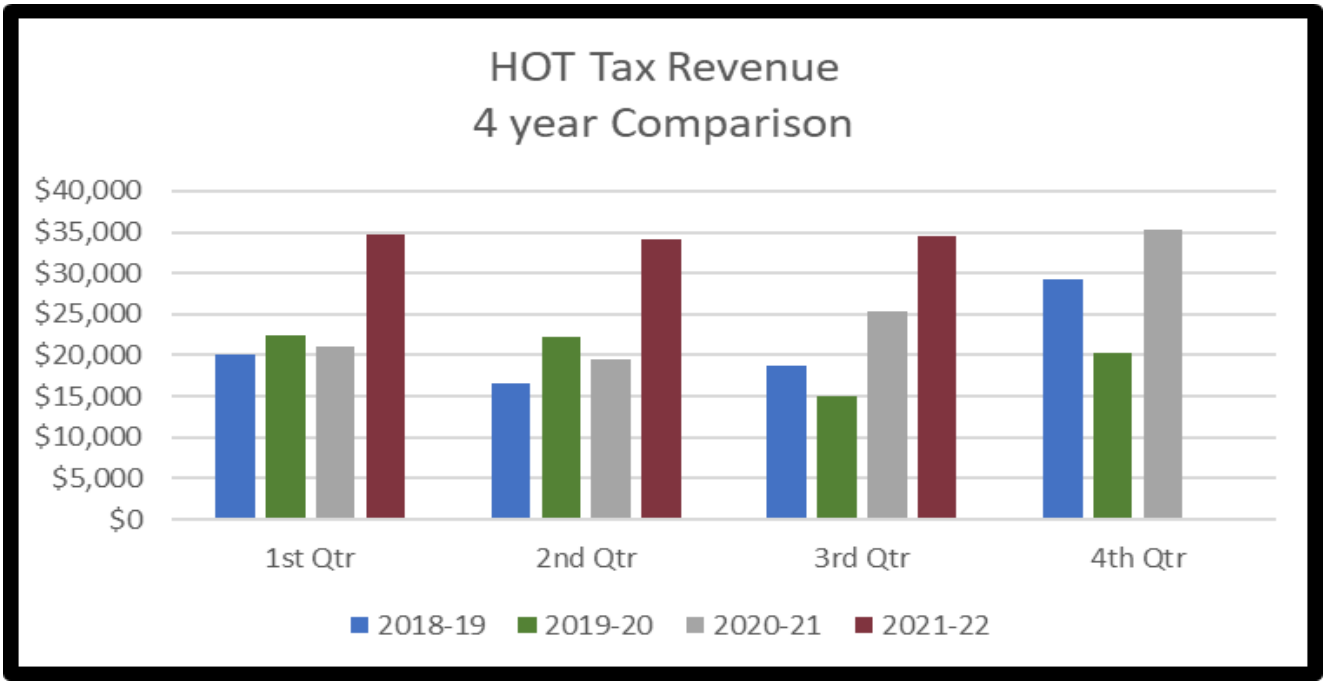
EXPENSES IN THE 3RD QUARTER

- The **General Fund** is currently operating $1,661,443 revenues over expenditures. Departments with higher than 75% budgeted expenditures are the following:
    - Community Facilities – is at 200% of their budget for the 3rd quarter due to roof repairs from hail damage and aging structural issues.

- **The Utility Funds**:
    - The Electric Fund is operating $40,884 revenues over expenditures. The Electric department is currently staying in line with the 75 percentiles of expenses budgeted except for Utility Billing which paid the annual payment for meter reading software in June.
    - The Water Fund is operating $244,984 revenues over expenditures with all their departments staying under the 75% line.
    - Wastewater has $292,823 revenues over expenditures and the majority of their departments have under the 75% of budgeted expenses. The Wastewater Treatment Department has begun capital projects that were approved by Council and to be supplemented by ARPA funds.
    - The Solid Waste Fund's revenues are $197,577 over their expenditures and all departments with the exception of bin collections are under the 75 percentiles. Bin Collections has a slight increase due to increased costs from CTR mid- year.



	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
2021-22	264,020	324,110	256,392	282,456	335,884	256,043	246,720	355,443	283,409			
2020-21	230,674	274,665	242,267	236,338	300,986	231,438	205,378	323,718	253,379	258,347	313,176	261,699
2019-20	214,870	243,970	220,513	220,300	278,053	201,124	219,725	292,070	252,003	259,331	293,034	247,917
2018-19	210,254	233,208	211,700	196,713	250,542	191,252	209,227	232,677	216,261	215,832	236,767	230,760

The revenues from sales tax are currently at 84% of the budget with 3 months remaining in the fiscal year. The City of Lockhart continues to see an increase in sales tax revenues.

HOT revenues for the first three quarters of fiscal year 2021-22 have witnessed a significant increase in revenues from the prior years. Short-term rentals make up approximately 3% of HOT fund revenues.