

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

September 6, 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. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074, TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.
 - A. Conduct interview of Municipal Court Presiding Judge candidate.
- B. Discuss the minutes of the City Council meetings of August 2, 2022, August 16, 2022 and August 25, 2022.. 6-25
- C. Discuss revised Joint Election Agreement for Election Services with Caldwell County Elections Administrator to conduct the City of Lockhart's November 8, 2022 General Election. 26-40
- D. Discuss Chapter 380 agreement with The Ziegenfelder Co. to provide incentives for economic development. 41-51
- E. Discussion regarding Resolution 2022-32 for an economic development performance agreement and property sale agreement for 2.468 acres in Lockhart Industrial Park II with Warelock Partners 2, LLC. 52-73
- F. Discussion regarding Ordinance 2022-40 adopting the City of Lockhart's Annual Operating Budget for Fiscal Year 2022-2023 and appropriating resources, beginning October 1, 2022, ending September 30, 2023, for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation and adopting the City's Investment Policy, Financial Policy, and Fund Balance - Stabilization and Excess of Reserves Policies. 74-76

- G. Discussion regarding Ordinance 2022-41 levying maintenance and operations property taxes for the use and support of the City of Lockhart, Texas and interest and sinking property taxes for the debt service obligations of the City of Lockhart, Caldwell County, Texas for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023. 77-80
- H. Discussion regarding Ordinance 2022-42 repealing uncodified Ordinance 2021-29 in its entirety and adopting this ordinance regarding the City personnel policy manual; removing performance or merit pay for police and fire personnel and adopting a step pay plan for Police and Fire Departments under civil service. 81-85
- I. Discussion regarding Resolutions to consent to the inclusion of City ETJ land in the Caldwell Co. MUD No. 2. (Resolution No. 2022-30 for 32.486 acres requested by Jakovich Interests, LLC and Resolution No. 2022-31 for 135.731 acres requested by PH Land Holdings, LLC.) 86-120
- J. Discussion regarding the scope of a new or updated comprehensive plan. 121-146
- K. Discussion regarding Aeronautical Minimum Standards for Commercial and Non-Commercial Operators at the Lockhart Municipal Airport. 147-186
- L. Discussion regarding the selection of four candidates for Places 6-9 of the TML Intergovernmental Risk Pool Board of Trustees. 187-193
- M. Discussion regarding the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022. 194-198
- N. Discussion regarding the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023. 199-202
- O. Discussion regarding matters related to COVID-19. 203-225

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. **OPEN SESSION REGARDING ITEM DISCUSSED IN EXECUTIVE SESSION.**

- A. Discussion and/or action to consider the appointment of Municipal Court Presiding Judge and authorize staff to execute Professional Services Agreement.

5. **PUBLIC HEARING/COUNCIL ACTION**

- A. Hold a Public Hearing for the City of Lockhart and the Lockhart Economic Development Corporation Fiscal Year 2022-2023 Budget. 226-229
- B. Hold Public Hearing on Proposed Tax Rate for 2022. 230-233
- C. Hold a public hearing and consider granting a petition by Thomas Staub on behalf of ROED Prop Co, LLC, and discussion and or action to consider Ordinance 2022-36 **Annexing** 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, including the adjacent FM 1322 right-of-way where it abuts the current city limit, approving an **Annexation Service Agreement** for said property, and assigning thereto a zoning classification of *AO Agricultural-Open Space District* and amending the zoning map accordingly. 234-247
- D. Hold a PUBLIC HEARING on application ZC-22-20 by Brad Laughlin on behalf of Garden Gate Holdings of Lockhart, LLC and discussion and/or action to consider Ordinance 2022-43 requesting a Zoning Change from RMD Residential Medium Density District to RHD Residential High Density District on 0.679 acre consisting of all of Lots 5 and 6 in Block 2, a part of Block 3, and a part of a 15' Alley situated between Block 2 and Block 3 of Reed's Addition, located at 200 S. Rio Grande Street and 203 Concho Street. 248-261
- E. Hold a PUBLIC HEARING and discussion and/or action to consider a **Text Amendment** in *Chapter 64 "Zoning", Appendix I "Specific Requirements For Residential Development Types"*, to delete the last sentence in the *Remarks* column for the PH-1 and PH-2 development types so that patio homes will be allowed on lots created after the date of adoption of Ordinance No. 90-30 as well as on lots existing prior to that date. **WITHDRAWN** 262-263

6. **CONSENT AGENDA**

- A. Approve minutes of the City Council meetings of August 2, 2022, August 16, 2022 and August 25, 2022.. 264-283
- B. Approve revised Joint Election Agreement for Election Services with Caldwell County Elections Administrator to conduct the City of Lockhart's November 8, 2022 General Election. 284-298
- C. Approve Chapter 380 agreement with The Ziegenfelder Co. to provide incentives for economic development. 299-309

7. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action regarding Resolution 2022-32 for an economic development performance agreement and property sale agreement for 2.468 acres in Lockhart Industrial Park II with Warelock Partners 2, LLC. 310-331
- B. Discussion and/or action of the City Council to consider Ordinance 2022-40 adopting the City of Lockhart's Annual Operating Budget for Fiscal Year 2022-2023 and appropriating resources, beginning October 1, 2022, ending September 30, 2023, for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation and adopting the City's Investment Policy, Financial Policy, and Fund Balance - Stabilization and Excess of Reserves Policies. 332-334
- C. Discussion and/or action to consider Ordinance 2022-41 levying maintenance and operations property taxes for the use and support of the City of Lockhart, Texas and interest and sinking property taxes for the debt service obligations of the City of Lockhart, Caldwell County, Texas for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023. 335-338
- D. Discussion and/or action to consider Ordinance 2022-42 repealing uncodified Ordinance 2021-29 in its entirety and adopting this ordinance regarding the City personnel policy manual; removing performance or merit pay for police and fire personnel and adopting a step pay plan for Police and Fire Departments under civil service. 339-343
- E. Consideration and Action to approve Resolutions to consent to the inclusion of City ETJ land in the Caldwell Co. MUD No. 2. (Resolution No. 2022-30 for 32.486 acres requested by Jakovich Interests, LLC and Resolution No. 2022-31 for 135.731 acres requested by PH Land Holdings, LLC.) 344-378
- F. Discussion and/or action to consider the scope of a new or updated comprehensive plan. 379-404

- G. Discussion and/or action to consider adopting Aeronautical Minimum Standards for Commercial and Non-Commercial Operators at the Lockhart Municipal Airport. 405-444
- H. Discussion and/or action to consider the selection of four candidates for Places 6-9 of the TML Intergovernmental Risk Pool Board of Trustees. 445-451
- I. Discussion and/or action to consider the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022. 452-456
- J. Discussion and/or action to consider the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023. 457-460
- K. Discussion regarding matters related to COVID-19. 461-483

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

- Cemetery Cleanup - October 3-7.
- Citywide Bulk Cleanup - Saturday, October 15.
- Splash Pad closes September 30th.

9. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

10. ADJOURNMENT

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 2nd day of September, 2022 at 1:00 p.m.

**REGULAR MEETING
LOCKHART CITY COUNCIL**

AUGUST 2, 2022

6:30 P.M.

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

Council present:

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

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

Staff present:

Steven Lewis, City Manager
Victoria Maranan, Public Information Officer
Mike Kamerlander, Economic Development Dir.
David Fowler, Senior Planner

Monte Akers, City Attorney
Pam Larison, Finance Director
Dan Gibson, City Planner
Sean Kelley, Public Works Director

Citizens/Visitors Addressing the Council: Citizens: Cassey Wilcox, Ronda Reagan, Sally Daniel, James Lee, Erin Martinez, and Chandresh Gohel.

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:

DISCUSSION ONLY

A. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. DISCUSSION REGARDING PROJECT SUMMERTIME.

Mayor White announced that the Council would enter Executive Session at 6:32 p.m.

Mayor White announced that the Council would reconvene the meeting at 6:43 p.m. There was no action.

B. DISCUSS CITY COUNCIL MINUTES OF THE JUNE 21, 2022 AND JULY 19, 2022 COUNCIL MEETINGS.

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

C. RECEIVE 3RD QUARTER FISCAL YEAR 2022 INVESTMENT REPORT.

Ms. Larison stated that the Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. She provided details about the 3rd Quarter Investment Report of Fiscal Year 2022, ending June 30, 2022. There was discussion.

D. PRESENTATION OF THE CITY OF LOCKHART'S FY 2022-2023 PROPOSED BUDGET AND CONSIDER THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S BUDGET FOR FISCAL YEAR 2022-2023, AND SET TWO PUBLIC HEARINGS ON THE FISCAL YEAR 2022-2023 CITY OF LOCKHART PROPOSED BUDGET.

Ms. Larison stated that according to the City of Lockhart Charter, Article 9, Section 9.07, Public Hearing on Budget, the City Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained. According to the Lockhart Economic Development Corporation's bylaws, Article 5, Section 3, Annual Corporate Budget, the President shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption. The City of Lockhart is required by Charter to hold one public hearing on the budget. Staff recommended conducting two public hearings to allow the citizens of Lockhart the opportunity to discuss any item or amount presented in the proposed Fiscal Year 2022-2023 Budget. The dates proposed to conduct the public hearings are August 16, 2022 at 7:30 p.m. and September 6, 2022 at 7:30 p.m. at the Council Chambers located at the Clark Library Annex - 217 South Main Street, 3rd Floor, Lockhart, Texas. The City of Lockhart and the Lockhart Economic Development budget for Fiscal Year 2022-2023 can be located on the City's website and hard copies are located in City Hall and the City Library. Ms. Larison provided information regarding the City of Lockhart's proposed Fiscal Year 2022-2023 budget and the Lockhart Economic Development Corporation's Fiscal Year 2022-2023 budget. There was discussion.

E. DISCUSSION REGARDING ORDINANCE 2022-34 ADOPTING A CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY FOR CITY COUNCIL MEMBERS AND CITY BOARD/COMMISSION MEMBERS.

Mr. Akers stated that the Council has discussed the Ethics ordinance several times. He provided a brief explanation about a few corrections to the proposed ordinance than what was included in the council packet. There was discussion.

F. DISCUSSION REGARDING DOWNTOWN ALCOHOL BEVERAGE REGULATIONS & ENFORCEMENT.

Mayor White suggested that regulations about alcohol consumption in city streets and sidewalks in the downtown area be considered since there are various types of community events or festivals being held in the downtown area.

Mr. Akers stated that, currently, special event hosts in the downtown area where alcohol will be consumed, must obtain approval through a special activity permit from the Lockhart Police Department and obtain a temporary permit through the Texas Alcoholic Beverage Commission (TABC).

There was discussion regarding different outdoor events, such as festivals, community events, or music events that serve alcohol or allow individuals to bring their own alcohol.

Mr. Akers stated that TABC's regulations about on-premise consumption provides that alcohol is served inside the business establishment where it was purchased and is not allowed to be taken outside of the business door or serving area. The city regulates whether alcohol can be consumed on streets and sidewalks such as is currently allowed during downtown events, festivals and music events.

Mayor White requested the following to address the Council:

Casey Wilcox, downtown business owner, stated that it is up to a business with an on-premise TABC license to make sure that the individual does not leave the premises with alcohol. The downtown businesses request clarification about whether a person can consume alcohol that was purchased at a convenience store while walking on the sidewalk in the downtown area.

Ronda Reagan, 412 W. San Antonio, stated that during a Sip-n-Stroll event, the TABC permit process required the city to provide a letter authorizing consumption of alcohol during the event and a detailed outline showing the walking route, on sidewalks, where the alcohol would be consumed. She stated that during events, such as music events, some visitors consume alcohol outside the businesses, such as tail gaiting. Downtown businesses request clarification about the off-premise consumption of alcohol while walking on city streets and sidewalks.

Sally Daniel, 103 E. San Antonio Street, stated that the business owners need clarification about which events require approval of a special activity permit through the Lockhart Police Department. She also requested clarification about whether alcohol is allowed to be consumed on streets and sidewalks while walking in the downtown area.

James Lee, 100 E. Market, requested clarification about whether alcohol is allowed to be consumed while walking in the downtown area anytime or only with the approval of a special activity permit.

Mayor White stated that staff will invite a TABC officer to a future special meeting to discuss options and to consider regulations.

G. DISCUSSION REGARDING THE NOMINATION OF PHYLLIS EGGIMANN TO THE LOCKHART HISTORICAL PRESERVATION COMMISSION BY COUNCILMEMBER BRAD WESTMORELAND WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mr. Westmoreland stated that Ms. Eggimann withdrew her application for the Lockhart Historical Preservation Commission.

H. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no discussion.

RECESS: Mayor White announced that the Council would recess for a break at 7:27 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor White called the special meeting to order at 7:42 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested the following to address the Council:

Erin Martinez, Citizen, expressed concern about stray animals in Caldwell County. She stated that stay animals are a nuisance when walking or riding bikes and asked what the city will do about controlling stray animals. Mayor White replied that city staff will respond to her inquiry.

ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-22-19 BY CHANDRESH GOHEL ON BEHALF OF SSPC DEVELOPMENT, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-35, FOR A ZONING CHANGE FROM *AO AGRICULTURAL-OPEN SPACE DISTRICT* TO *CHB COMMERCIAL HEAVY BUSINESS DISTRICT* ON 8.827 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 1717 NORTH COLORADO STREET (US 183).

Mayor White opened the public hearing at 7:46 p.m.

Mr. Fowler stated that this item is the rezoning of 8.827 acres located at 1717 North Colorado Street from AO Agricultural and Open Space District to CHB Commercial Heavy Business District. The property is located on the west side of North Colorado Street, south of the Colorado Street/US 183 and SH 130 Interchange. The property is currently the site of a residence and several agricultural accessory structures. The site's vicinity is currently mostly agricultural with several houses to the south along North Colorado Street and North Pecos Street. However, on July 19, 2022, the two properties across North Colorado Street were rezoned to a combination of Residential High Density and Commercial Medium Business. This site has adequate water availability, but is past the current northern terminus of the city's sewer system. Sewer service could be provided to the site as part of the process of extending service to neighboring properties, as addressed in a study prompted by three recent zoning change requests along North Colorado Street. The site is well-suited to the proposed commercial zoning due to its location and long frontage along North Colorado Street. Although the parcel is designated for Low Density Residential in the Future Land Use Plan, single-family residential is unlikely to be built along this high-speed road frontage, and would be more likely to be developed in the area to the west of the subject parcel, further away from US 183. The Planning and Zoning Commission held a public hearing regarding the proposed zoning change at their meeting on July 27, 2022. No nearby residents spoke at the hearing. City staff has not received any letters or calls as a result of the notification of neighboring properties. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested the applicant to address the Council.

Chandresh Gohel, applicant, stated that they would like to develop the property as commercial heavy business to allow for a business such as a hotel.

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

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-35, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND CONSIDER GRANTING A PETITION BY THOMAS STAUB ON BEHALF OF ROED PROP CO, LLC FOR APPROVAL OF ORDINANCE 2022-36 ANNEXING 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 INTO THE CITY LIMITS, APPROVING AN ANNEXATION SERVICE AGREEMENT FOR SAID PROPERTY, AND ASSIGNING THERETO A ZONING CLASSIFICATION OF *AO AGRICULTURAL-OPEN SPACE DISTRICT* AND AMENDING THE ZONING MAP ACCORDINGLY.

Mayor White announced that there was an issue with the publication, therefore the item will be postponed until the first meeting in September.

Councilmember Michelson made a motion to postpone the item to the September 6, 2022 meeting. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA.

Mayor Pro-Tem Sanchez requested that consent agenda item 5A be pulled to allow the minutes to be approved separately.

Mayor Pro-Tem Sanchez made a motion to approve the June 21, 2022 and consent agenda 5B. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

Councilmember McGregor made a motion to approve the minutes of the July 19, 2022 Council meeting. Councilmember Mendoza seconded. The motion passed by a vote of 6-0-1, with Mayor Pro-Tem Sanchez abstaining.

The following are the consent agenda items that were approved:

5A: Approve City Council minutes of the June 21, 2022 and July 19, 2022 Council meetings.

5B: Accept 3rd Quarter Fiscal Year 2022 Investment Report.

ITEM 6-A. PRESENTATION OF THE CITY OF LOCKHART'S FY 2022-2023 PROPOSED BUDGET AND CONSIDER APPROVAL OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S BUDGET FOR FISCAL YEAR 2022-2023, AND SET TWO PUBLIC HEARINGS ON THE FISCAL YEAR 2022-2023 CITY OF LOCKHART PROPOSED BUDGET.

Councilmember McGregor made a motion to approve the Lockhart Economic Development Corporation's Fiscal Year 2022-2023 budget, and to set two public hearings on the City of Lockhart's proposed Fiscal Year 2022-2023 budget on August 16, 2022 and September 6, 2022 at 7:30 p.m. at the Clark Library, Council Chambers, 217 S. Main Street. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-34 ADOPTING A CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY FOR CITY COUNCIL MEMBERS AND CITY BOARD/COMMISSION MEMBERS.

There was discussion.

Councilmember McGregor made a motion to approve Ordinance 2022-34, as revised. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING DOWNTOWN ALCOHOL BEVERAGE REGULATIONS & ENFORCEMENT.

CONSENSUS: After discussion, the consensus of the Council was to hold a special meeting to discuss TABC regulations and city ordinances pertaining to consuming alcohol on streets and sidewalks. A TABC Representative will be invited to attend to clarify regulations.

ITEM 6-D. CONSIDER THE NOMINATION OF PHYLLIS EGGIMANN TO THE LOCKHART HISTORICAL PRESERVATION COMMISSION BY COUNCILMEMBER BRAD WESTMORELAND WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mayor White announced that Ms. Eggimann withdrew her application.

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

There was no discussion.

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

- Movies in the Park - *Jungle Cruise* on August 6.
- Public Safety Fair on August 6.
- Sales tax holiday for school supplies: August 5 – 7.
- Update regarding Civil Service examinations for Public Safety positions.
- Water consumption/conservation update.
- Carrizo Groundwater Supply project update.

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

Mr. Mendoza stated that he attended an informative seminar about government last week. He invited everyone to join in a prayer session on Sunday evenings, for the next three weeks, before school begins.

Mayor Pro-Tem Sanchez expressed condolences to the families of Christol Cookey Eckford, Rosa Peralez Perez, Primitivo Moreno, Delfina Balandran, Maria Villalpando, Charles Branch, John Hinnenkamp, Ruben Capello and Lorraine Whittemore for their loss. She thanked the local churches that held vacation bible school for the youth this summer. She congratulated St. Mary's Catholic Church for a successful Jamaica.

Councilmember McGregor invited everyone to First Friday. She encouraged everyone to stay safe.

Mayor White wished students and school staff a successful and safe school year. He stated that city staff is working hard to finish Maple Street repairs before school begins. He thanked the Council for taking care of important city topics.

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Consultation with City Attorney regarding Code of Ethics.

The Council did not enter Executive Session.

ITEM 10. OPEN SESSION. DISCUSSION AND/OR ACTION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION.

There was no discussion or action.

ITEM 11. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:18 p.m.

PASSED and APPROVED this the 6th day of September, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

AUGUST 16, 2022

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor (via Zoom)
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
Jesse Bell, Police Captain
Pam Larison, Finance Director
Travis Hughes, Parks Director

Connie Constancio, City Secretary
Julie Bowermon, Civil Service Director
Ernest Pedraza, Police Chief
Dan Gibson, City Planner
David Fowler, Senior Planner
Cean Charles, EMS Director

Citizens/Visitors Addressing the Council: Diana Coker of the Lockhart Area Senior Citizen Activity Center; Thomas Hughes, Citizen; and Travis Krause of KBar Group.

Work Session 6:30 p.m.

Mayor White announced that the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

Mayor White introduced Cean Charles as the new EMS Director. Mr. Charles provided information about his extensive public safety background.

A. DISCUSS THE ANNUAL SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SERVICE AGREEMENT FOR 2022-2023.

Ms. Larison stated that the City of Lockhart annually reviews and renews a service agreement with Motorola Solutions, Inc. for maintenance, repairs, and replacement of the 700/800 mhz radio infrastructure system which supports radio communications for the City of Lockhart, Concessions Group, Caldwell County, City of Luling, and City of Martindale. According to an existing interlocal agreement with each entity, the City of Lockhart is responsible for billing each entity according to the number of radio units owned and in operations in the system. The current total number of radios on the infrastructure system is 765, of which the City of Lockhart owns 205 radios (26.8%) and our share of the service agreement for the fiscal year of 2022-2023 would be \$42,345. The service agreement is for the fiscal year from October 1, 2022 through September 30, 2023. The total amount of the 2022-2023 agreement reflects a 3% increase from last year's agreement. Ms. Larison recommended approval. There was discussion.

Mayor White announced that Councilmember Kara McGregor will be attending the meeting via Zoom.

B. DISCUSS INTERLOCAL AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT AND CITY OF LOCKHART REGARDING SCHOOL RESOURCE OFFICERS.

Chief Pedraza stated that this interlocal Cooperation Agreement between the Lockhart Independent School District (ISD) and the City of Lockhart is to set forth guidelines to ensure that the Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, and supporting educational opportunities for all students. This agreement is for the 2022-2023 school year. The Lockhart Police department will provide one additional School Resource officer. The additional School Resource officer will be at the rank of Sergeant and will be paid at 100% of his salary during the school calendar year plus two additional days as per Article 6, Section 6.2 of the agreement. Historically, the agreement between the Lockhart ISD and the City of Lockhart has been 30% of the supervisor's salary during the school calendar year. Chief Pedraza recommended approval. There was discussion.

C. DISCUSS REQUEST BY LOCKHART AREA SENIOR CITIZEN ACTIVITY CENTER (LASCAC) TO RENEW LEASE AGREEMENT AT 901 BOIS D' ARC STREET TO PROVIDE PUBLIC SERVICES TO SENIOR CITIZENS AND THE COMMUNITY.

Mr. Kelley stated that the LASCAC has provided beneficial services to the seniors of Lockhart for the past 20 years. Their current lease is set to expire on the 31st of August 2022. LASCAC has requested that the property lease be renewed for an additional five (5) years to enable them to continue to provide service to the community. LASCAC currently leases approximately 6,700 square feet of space on the first floor of 901 Bois D' Arc that includes an activity center, workout room and kitchen along with an onsite thrift store. The lease requires the LASCAC to provide general liability insurance naming the City of Lockhart as an additional insured (\$1,000,000/ \$3,000,000/ \$50,000), to maintain 501 (c)(3) status, pay for onsite utilities (Telephone, Gas, Electricity), and operate a minimum six (6) hours a day for five (5) days a week. Mr. Kelley recommended approval. There was discussion.

Diana Coker, Board member of the LASCAC provided information about the services that they provide to the elder citizens and the community. She requested approval of renewing the lease.

D. DISCUSSION REGARDING SETTING THE 2022 COMBINED MAINTENANCE AND OPERATIONS AND INTEREST AND SINKING PROPOSED PROPERTY TAX RATE OF THE CITY OF LOCKHART.

Ms. Larison stated that action taken by the City Council in reference to the property tax rate is required by the State of Texas in adherence with the Truth-In-Taxation laws. If the proposed tax rate exceeds either the no new revenue rate or voter approval rate, a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one public hearing regarding the proposed tax rate set by the Council. As directed by Council, the public hearing is scheduled on September 6, 2022, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas. Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. Because of this, the City's adjusted Voter Approval Rate has been increased by the unused incremental rate received from last year, which is 0.0228/\$100 setting the new Voter Approval Rate to 0.6007/\$100 assessed valuation. There was discussion regarding the proposed 2022 property tax rate.

E. UPDATE FROM THE POLICE DEPARTMENT CONCERNING THE ANIMAL SHELTER & ANIMAL CONTROL POLICIES.

Chief Pedraza stated that a consultant was hired to conduct a Lockhart Animal Services Performance Program Evaluation Report. The report included several recommendations for the Lockhart Animal Shelter (LAS), which were approved by the City Council. As a result, in 2021, the Lockhart Animal Shelter was assigned to the Lockhart Police Department. The main phone number for the LAS was assigned to the main phone number of the Police Department. The policies and procedures manual has been updated and distributed to LAS employees. Field personnel communicate through police dispatch and calls for service for residents go directly through the police department for dispatch. The telephone system has also been upgraded at the LAS. Staff recently initiated a RFQ to contract with a veterinarian to oversee the shelter's sanitation and animal care responsibilities. Staff has been in communication with stakeholders, such as Take Me Home, Caldwell County Animal Coalition, Lockhart Lionhearts, Luling Animal Shelter Manager, and Bastrop Animal Shelter Manager to review animal limitation and breeding restriction ordinances, and a trap and neuter release program. Currently, the Animal Shelter has three full-time and two part-time animal shelter employees. Because the consultant recommended the staffing for the animal shelter to be 2.47 shelter attendance, staff is recommending adding two additional full-time shelter attendants and reducing the part-time position to one. Adding the additional staff would meet the recommended staffing by the consultant. There was discussion.

F. DISCUSS ORDINANCE 2022-38 ESTABLISHING THE CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; AND REPEALING UN-CODIFIED ORDINANCE 2019-16.

Ms. Bowermon stated that in compliance with civil service, the number of classified police and fire positions are set by an ordinance, which is referred to as the "Strength of Force." The proposed ordinance increases the number of sergeants in the Lockhart Police Department from 4 to 6. The first additional sergeant being added in proposed Ordinance 2022-38 is a result of the interlocal agreement between the Lockhart Independent School District and the City of Lockhart to provide an additional School Resource Officer during the 2022-2023 school year. The second additional sergeant being added in proposed Ordinance 2022-38 pertains to the reassignment of the Animals Services Division from Public Works to the Police Department. Recommendations made in the Animal Control & Care Academy Program Evaluation Report included reassigning the administration of Animal Services to the Police Department, which has knowledge of public safety and health issues, and creating additional administrative support such as a Police Sergeant. During the October 19, 2021 City Council meeting, City Councilmembers and City Staff participated in a lengthy discussion regarding Animal Services, reassignment, and the future need to create an additional Police Sergeant that would be assigned supervision of the Animal Services Division operations. The consensus was that City Staff would return back to the City Council with an ordinance, as discussed. With reassignment to the Police Department complete, proposed Ordinance 2022-38 increases the number of Police Sergeants as discussed during the October 19, 2021 City Council meeting. There was discussion.

G. DISCUSS RESOLUTION 2022-29 DISAPPROVING THE CALDWELL COUNTY APPRAISAL DISTRICT'S FISCAL YEAR BUDGET FOR 2023.

Mayor White stated that he contacted several other taxing entities about the large employee wage increases that the Caldwell County Appraisal District (CCAD) included in their 2023 budget. They also expressed concern about the large salary increases. The CCAD has contracted an outside firm to conduct a salary survey, which concluded that the salaries should be increased yet the taxing entities believe that the salary increases should be spread out in three budget cycles. The CCAD is having issues with hiring and retaining good employees because the neighboring appraisal districts pay a significant amount more than

the CCAD. He stated that even though the city has passed the required 30-day notice to formally reject the CCAD's budget, he believed that providing the Lockhart City Council's Resolution disapproving their 2023 budget should still be submitted to the CCAD. Shanna Ramzinski, CCAD Chief Appraiser, stated that the CCAD Board of Directors will meet next week to reconsider the wages in their 2023 budget.

H. DISCUSS ORDINANCE 2022-39 DESIGNATING CITY ELECTION POLLING PLACES AND AMENDING EARLY VOTING HOURS FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 8, 2022.

Ms. Constancio stated that On July 5, 2022, the City Council approved Ordinance 2022-27 ordering the November 8, 2022 General Election for the positions of Councilmember District 1, Councilmember District 2, and Two At-Large Councilmembers, and approved the Joint Election Agreement with the Caldwell County Elections Administrator (County EA) to conduct the election on behalf of the City of Lockhart. Early voting dates and times were included in the Ordinance 2022-27, which have changed. Polling locations were not included in Ordinance 2022-27 because the County EA was working on designating polling locations. Ordinance 2022-39 provides accurate details about the early voting dates and times, and Election Day polling locations as approved by the Caldwell County Commissioners Court on August 9, 2022. Ms. Constancio recommended approval.

I. DISCUSS THE NOMINATION OF YOLANDA STREY TO THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION BY COUNCILMEMBER DAVID BRYANT WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mayor White stated that the nomination will return to the Council for a vote during the next meeting.

J. DISCUSS THE NOMINATION OF THOMAS HUGHES TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Mayor White stated that the nomination will return to the Council for a vote during the next meeting.

Mayor White invited Thomas Hughes to address the Council.

Thomas Hughes stated that he is a pilot, owns an airplane is interested in serving on the Airport Advisory Board.

RECESS: Mayor White announced that the Council would recess for a break at 7:45 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:55 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 ON APPLICATIONS ZC-22-08 AND PDD-22-01 BY JAMES TRAVIS KRAUSE ON BEHALF OF PATTON 3, LLC AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-37 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) POSTPONED ON JULY 5, 2022, TO AUGUST 16, 2022.

Mayor White opened the public hearing at 8:00 p.m.

Mr. Fowler stated that James Krause, the applicant, proposed a zoning change and development plan for 19.798 acres of land on the east side of Patton Road, and between State Park Road and Center Street, from RLD to PDD. The property is addressed as 903 State Park Road. The proposal is to build a townhouse development. This agenda item encompasses both ZC-22-08 for the zoning change and PDD-22-01 for the development plan. The Planning and Zoning Commission considered the zoning change and PDD development plan at its June 22, 2022 meeting. As submitted, the project had 246 townhouses, mostly on 20-foot by 90-foot lots. The proposed development was two and three-story townhouses with one and two car garages. Among the notable features in the proposed development were an internal network of local streets resulting in eight connections to outside streets and the upgrading of Patton Road into a collector. Patton Road would be the location of the development's intersection with State Park Road (FM 20), so the development would not have a direct entrance to the busy, high-speed road. The development was designed to minimize negative external visual impact, with no garages fronting on Patton or Center Streets and only two-story units backing to the homes on the west side of San Jacinto Street. The proposed layout also included a central park space and greenbelts with mid-block walkways throughout the development. The dedicated amenity and park lots are proposed to be city-owned but maintained by the project's homeowner's association (HOA). After the public hearing, the Commissioners described what they believed were issues with the development's proposed density adding so many residential units to the area. After much discussion with the applicant, the commission voted to recommend approval of the Zoning Change and PDD development plan subject to the condition that the development be redesigned to have a maximum density of 10 units per acre (the original proposed density had been approximately 12.5 units per acre), while addressing several technical comments city staff had made regarding the PDD plan, Subdivision Development Plan, and Preliminary Plat submissions. The applicant has resubmitted the PDD Plan to have 198 residential units on 19.798 acres, or 10.001 units/acre. With the lower density, each townhouse unit became wider, with a building width of 22 feet, as opposed to the original 20 foot width. The reduced density has also resulted in the deletion of any residences from the block that is the site of the project's central park area, making the entire block a park and detention area. The other effect of the reduced density is to make the corner lots much wider, allowing for larger lot widths and side setbacks for the corner units. Several residences that would have had narrow street frontages at the southeast corner of Roku Lane and Michelle Avenue were also eliminated in the redesign of the PDD plan. Mr. Fowler stated that the Planning and Zoning Commission recommended approval of the zoning change and the PDD plan subject to the condition that the project's overall density was reduced to 10 units per acre and that the townhouses' driveways were clustered to allow for more on-street parking, and that staff recommends approval of Ordinance 2022-37, including applications ZC-22-08, changing the zoning from RLD Residential Low Density District to PDD Planned Development District, and PDD-22-01, the PDD Development Plan, for 19.798 acres located at 903 State Park Road (FM 20). There was discussion.

Mayor White requested the applicant to address the Council.

Travis Krause, applicant, provided details and there was discussion regarding the proposed development of Townhouses. He recommended approval of the zoning change.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:46 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-37, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING FOR THE CITY OF LOCKHART AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2022-2023 BUDGET.

Mayor White opened the public hearing at 8:40 p.m.

Ms. Larison stated that the City Charter requires that the City Council hold one public hearing for the City of Lockhart budget to allow for public comments. It was staff's recommendation to hold two hearings to allow citizens two opportunities to comment on the proposed budget. This is the first public hearing. The second public hearing will be held at 7:30 p.m. on September 6, 2022 in the Clark Library Annex, Council Chambers, 217 South Main Street, Lockhart.

Mayor White requested citizens in favor of or against the proposed budget to address the Council. There were none. He closed the public hearing at 8:43 p.m.

ITEM 6-F. DISCUSSION AND/OR ACTION REGARDING PARK AND RECREATION CAPITAL AND OPERATIONAL PRIORITIES.

Mr. Hughes provided information and there was discussion regarding the following:

Goals Guiding the Development & Implementation of 2018 Master Plan:

- Goal 1 -Recreational Facilities Should be Multi-purpose and Adaptable
- Goal 2 -Recreational Improvements Should be Shared if Appropriate
- Goal 3 -Preserve Open Spaces and Acquire Additional Park Land
- Goal 4 -All Parks Should be Accessible to All Citizens/Users
- Goal 5 -Relationship Between Recreation/Parks and Economic Development
- Goal 6 -New Subdivisions Should Pay for Their Own Recreation Facilities
- Goal 7 -Park Equipment Should be Renovated/Replaced Every 15-20 Years
- Goal 8 -More Recreation Facilities Place a Financial Responsibility on City
- Goal 9 -Recreational Opportunities Should Celebrate the Variety of Cultures
- Goal 10 -Recreation Should be Coordinated to Avoid Duplication
- Goal 11 -Recreation Should be Integrated with Other Public Services
- Goal 12 -Citizens Should be Involved in all Phases of Planning for Recreation
- Goal 13 -Local Recreation Should be Integrated with Regional/State Plans

Needs Based on 2017 Online Survey Results (Rank Ordered):

- General Park & Facility Upgrades
- Aquatics Upgrades
- Trails & Connectivity
- Adult Sports
- Existing Sports Complex Upgrades

- Indoor Recreation
- Events & Event Space

Facilities Challenges:

- Park Facilities
Aging Amenities, Aesthetics, Lighting, Security
- Park Space
Current Acreage = 115 acres Future Need (2027) = 165 acres (+50)
- Population Proximity to Existing Parks
More than a 15 Minute Walk for Two Quadrants of the City
- Trails & Connectivity
Connecting Neighborhoods to Parks and Parks to Each Other
- Existing Recreation Complex Upgrades
Swimming Pool, Soccer Complex, Little League Complex
- Indoor Recreation Facility
Identified as a Recreational Need in the 2017 Citizen Survey

Recreation Programming Challenges:

- Youth Sports/Activities
Support Existing (soccer/baseball), Expand Offerings, Aquatics, Camps
- Adult Sports/Activities
Non-existent
- Recreation Leagues
Facilities, Referees, League Supervision

Current Facilities Analysis - Nine Existing Developed Parks:

- Existing Parks Facilities
Generally Old and Need Replacement (Restrooms, Picnic tables, Play Structures, Bridges, Swing Sets, Way Finding)
- Trails & Connectivity
4 Parks are Connected by Trails (Pecos, Navarro, Arredondo, City Park)
- Safety and Security
Need to be Improved (lighting, cameras, locking restrooms)
- Increase Shade and Seating
Trees, Shade Structures, Benches, Picnic Tables

Priorities for Development

Short Term:

- Renovate Existing Park Facilities (create plans for each park -rank ordered)
-City Park, Lions Park, Soccer Complex, Maple Park, Nueces Park, Pecos Park, Braun Park, Navarro Park, Arredondo Park.
- Add Amenities to Existing Facilities
Splash Pads, Seating, Shade, Trees, Trails, Lighting
- Improve Athletic Fields
Grading, Irrigation, Turf Grass, Seating, Lighting
- Connections
Trails and Sidewalks

Long Term:

- Aquatic Facility to Replace Existing Facility
- City Park Upgrades to Event Spaces and Amphitheater
- Indoor Recreation Facility

There was also discussion regarding current city park amenities, different types of pavilion options, outdoor and indoor swimming pool options, amphitheater examples, ballfield updates, and proposed rubberized playground surfaces.

ITEM 5. CONSENT AGENDA.

Councilmember Michelson made a motion to approve consent agenda items 5A, 5B, and 5C. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 5A: Approve the Annual Service Agreement with Motorola Solutions, Inc. and authorize the City Manager to execute the Service Agreement for 2022-2023.
- 5B: Approve Interlocal Agreement between Lockhart Independent School District and City of Lockhart regarding School Resource Officers
- 5C: Approve request by Lockhart Area Senior Citizen Activity Center (LASCAC) to renew lease agreement at 901 Bois D' Arc Street to provide public services to senior citizens and the community.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING SETTING THE 2022 COMBINED MAINTENANCE AND OPERATIONS AND INTEREST AND SINKING PROPOSED PROPERTY TAX RATE OF THE CITY OF LOCKHART.

Ms. Larison stated that information about the proposed tax rate was discussed during the work session. She requested that the Council vote on a set the 2022 tax rate and that the Council take a record vote.

There was discussion regarding additional employees for the Lockhart Animal Shelter.

Mayor White read the motion as follows:

Mayor White made a motion to set the City of Lockhart's current ad valorem tax rate at 0.6006; which includes a debt rate of 0.1502 and a maintenance and operations rate of 0.4504 and authorize staff to place on the agenda for adoption by ordinance on September 6, 2022.

The record vote is as follows:

Mayor Lew White - for
Mayor Pro-Tem Angie Gonzales-Sanchez - for
Councilmember Juan Mendoza - for
Councilmember David Bryant - for
Councilmember Kara McGregor - for
Councilmember Jeffry Michelson - for
Councilmember Brad Westmoreland - for

The motion passed by a vote of 7-0.

ITEM 6-B. UPDATE FROM THE POLICE DEPARTMENT CONCERNING THE ANIMAL SHELTER & ANIMAL CONTROL POLICIES.

Mayor White announced that the presentation was made during the work session.

There was discussion regarding presenting a list of items that have been completed at the animal shelter at a future council meeting.

Councilmember Bryant made a motion to approve the update report about the Lockhart Animal Shelter. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-38 ESTABLISHING THE CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; AND REPEALING UN-CODIFIED ORDINANCE 2019-06.

Councilmember Michelson made a motion to approve Ordinance 2022-38, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2022-29 DISAPPROVING THE CALDWELL COUNTY APPRAISAL DISTRICT'S FISCAL YEAR BUDGET FOR 2023.

Mayor White made a motion to approve Resolution 2022-29, as presented and directed staff to send to the Caldwell County Appraisal District. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-39 DESIGNATING CITY ELECTION POLLING PLACES AND AMENDING EARLY VOTING HOURS FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 8, 2022.

Councilmember Westmoreland made a motion to approve Ordinance 2022-39, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-F. DISCUSSION AND/OR ACTION REGARDING PARK AND RECREATION CAPITAL AND OPERATIONAL PRIORITIES.

Mayor Pro-Tem Sanchez made a motion to approve the report, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-G. DISCUSSION AND/OR ACTION REGARDING SIDEWALK REHABILITATION AND REPLACEMENT PROJECTS FOR FISCAL YEAR 2022-2023.

Mr. Kelley stated that staff has received increasing inquiries about sidewalk replacement and maintenance. For the last several months, City Council and staff have considered potential ordinances and programs to address deficient sidewalks throughout the city. However, no specific policy has been adopted. Staff also inventoried and assessed deficiencies in sidewalks using criteria like surrounding municipalities. During the May 17, 2022 City Council meeting, the Council designated projects that would be funded by a tax note. Those projects include replacing/repairing deficient sidewalks that are in the most critical need for repair, in the amount of up to \$350,000. Addressing the suggested repairs from staff's initial assessment will bring many sidewalks in compliance with conventional standards, and it will ease future sidewalk maintenance needs. There was discussion.

Mayor Pro-Tem Sanchez made a motion to approve the report about sidewalks. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-H. CONSIDER THE NOMINATION OF YOLANDA STREY TO THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION BY COUNCILMEMBER DAVID BRYANT WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mayor White announced that the motion for appointment will be held during the next Council meeting.

ITEM 6-I. CONSIDER THE NOMINATION OF THOMAS HUGHES TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Mayor White announced that the motion for appointment will be held during the next Council meeting.

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

Mayor White encouraged everyone to stay safe.

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

- Evening with the Authors met on August 11, 2022 in the Clark Building at 6:00 p.m. to discuss the 2022 EWA event that will be held in the Library.
- The Library will offer a Medicare education class on Friday, August 19, 2022 in the Clark Library Building at 2:30 p.m.
- Caldwell County is hosting a Community Collection Event on Saturday, August 20, 2022, 8 a.m. – noon, or when dumpsters are full. It will be held at 423 San Marcos Hwy, west of downtown Luling.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST.

Councilmember Mendoza congratulated Water Tree for being open for seven years. He wished the students and school staff good luck during the new school year. He announced that he has filed for a place on the ballot for Councilmember District 1.

Mayor Pro-Tem Sanchez expressed condolences to family of Angela Allred for their loss. She wished students and school staff good luck during the new school year. She congratulated Louis and Connie Amaya for their generosity in giving free backpacks to students in the Lockhart and Uvalde communities.

Councilmember McGregor thanked city staff for preparing technology to allow her to attend tonight's meeting remotely. She wished students well during the new school year and encouraged everyone to stay safe.

Councilmember Bryant wished students and school staff good luck during the new school year.

Councilmember Michelson thanked city staff for the updates and hard work on future city improvements. He wished students and school staff good luck during the new school year. He encouraged everyone to stay safe.

Mayor White wished students and school staff good luck during the new school year. He thanked all involved with the free school supply distribution in Uvalde, which was very much appreciated by the Uvalde community. He provided an update about improvements on Maple Street that will be completed soon. He stated that he has met with one candidate for the Municipal Court Judge position and stated that an Executive Session will be held during the next meeting for Council to interview.

ITEM 8. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:58 p.m.

PASSED and APPROVED this the 6th day of September 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

AUGUST 25, 2022

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Brad Westmoreland

Council absent:

Councilmember Kara McGregor
Councilmember Jeffry Michelson

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
David Fowler, Senior Planner

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Ernest Pedraza, Police Chief

Citizens/Visitors Addressing the Council: Oliver Johnson, Sarah Fricke and Stephine Connelly of the Texas Alcoholic Beverage Commission; Jonathan Gonzales of the Greater Caldwell County Hispanic Chamber of Commerce; and Citizens: Taylor Burge, Sally Daniel, Alexandra Worthington, and Ronda Reagan.

ITEM 1. CALL TO ORDER.

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

ITEM 2-A. DISCUSSION AND/OR ACTION REGARDING DOWNTOWN ALCOHOL BEVERAGE REGULATIONS & ENFORCEMENT.

Mayor White stated that the meeting will consist of general discussion regarding alcohol related events in the downtown district, how businesses can make the best use of the opportunities and continue to operate as a downtown business responsibly with regard to alcohol. He stated that Mr. Akers reviewed the city's current ordinances and will ask questions to Representatives of the Texas Alcoholic Beverage Commission (TABC).

Mr. Lewis introduced the following TABC Representatives:

Oliver Johnson, Major, Enforcement Division
Sarah Fricke, Regional Licensing Supervisor, Licensing Division
Stephine Connelly, Auditor, Audit and Investigations Division

Mayor White announced that Councilmembers Kara McGregor and Jeffry Michelson were not able to attend the meeting.

Mr. Akers provided information regarding the City of Lockhart's current ordinances that does not allow consumption of alcoholic beverages on city streets or sidewalks, without approval of a special activity permit through the Lockhart Police Department.

There were questions and answers with the TABC Representatives.

TABC Representatives clarified that they are only authorized to regulate the parameters of the license premises of the TABC permit. The consumption of alcohol on city streets and sidewalks is enforceable by the city, not TABC.

Mayor White requested the following to address the Council:

Taylor Burge, 406 S. Church Street, requested that the City allow citizens to drink alcoholic beverages on sidewalks in the downtown district on a daily basis, not only during special events.

Mayor White clarified that there are some instances where a business owner's property in the downtown district extends to the sidewalk, and some to the street. The City is currently researching property ownership of sidewalks in the downtown district.

Sally Daniel, 113 E. San Antonio Street, Alexandra Worthington, 701 Campbell, Ronda Reagan, 412 W. San Antonio Street, and Jonathan Gonzales of the Hispanic Chamber of Commerce conducted a question and answer session with TABC Representatives regarding TABC regulations.

Mayor White thanked the TABC Representatives for attending the meeting to provide their expertise and guidance in regard to TABC regulations and alcohol consumption in the downtown district.

ITEM 3. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 5-0. The meeting was adjourned at 7:48 p.m.

PASSED and APPROVED this the 6th day of September 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: September 6, 2022

AGENDA ITEM CAPTION: Discuss revised Joint Election Agreement for Election Services with Caldwell County Elections Administrator to conduct the City of Lockhart's November 8, 2022 General Election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On March 1, 2022, the City Council approved a contract for joint election services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 8, 2022.

Since that date, Kimber Daniels, Caldwell County Elections Administrator, informed staff that the County's Attorney has revised the Joint Election Agreement.

After comparing and reviewing the agreements, the revised agreement adds details about the election, such as early voting dates and times, and requires each participating entity to sign the document.

Details about the costs of services remain the same. The City of Lockhart will pay a 10% Administrative Fee of the total cost of the election plus a ratio formula shared between participating entities.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: Approximately \$40,000

Account Number: 100-5101-703

Funds Available: \$40,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On March 1, 2022, Council approved a Joint Election Agreement that has since been revised by the Caldwell County Attorney.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: County Joint Election agreement, Contract approved on March 1, 2022

**JOINT ELECTION AGREEMENT
BETWEEN
CALDWELL COUNTY, TEXAS
AND**

**CITY OF LOCKHART, LOCKHART INDEPENDENT SCHOOL DISTRICT, CITY OF MARTINDALE, CITY OF
MUSTANG RIDGE, MAXWELL SPECIAL UTILITY DISTRICT, WAELDER INDEPENDENT SCHOOL
DISTRICT, AUSTIN COMMUNITY COLLEGE, EDWARDS AQUIFER AUTHORITY AND BARTON
SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT**

**FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD
TUESDAY, NOVEMBER 8, 2022**

This Joint Election Agreement and Election Service Contract is made this 23rd day of August, 2022, by and between Caldwell County, and the City of Lockhart, Lockhart Independent School District, City of Martindale, City of Mustang Ridge, Maxwell Special Utility District, Waelder Independent School District, Austin Community College, Edwards Aquifer Authority and Barton Springs/Edwards Aquifer Conservation District hereinafter referred to as "Participating Authorities".

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

WHEREAS, the State and County General and Special Elections will be held on November 8, 2022, at Polling Places within overlapping political boundaries of Participating Authorities.

WHEREAS, the Participating Authorities and the citizens and voters of Caldwell County would benefit from a joint election on November 8, 2022;

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

GENERAL CONDITIONS

1. EARLY VOTING

- A. The Caldwell County Elections Administrator (the "Administrator") will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed by the Administrator as needed to process early voting mail and to conduct early voting at the main location and branch locations. The names of Early Voting Clerks may be obtained from the Administrator.
- B. Early voting by personal appearance will be conducted on weekdays beginning Monday, October 24, 2022, through Saturday, October 29, 2022, between 8:00 a.m. and 5:00 p.m. Monday, October 31, 2022, through Wednesday, November 2, 2022, between 8:00 a.m. and 5:00 p.m.; Thursday, November 3, 2022, through Friday, November 4, 2022, between 7:00 am and 7:00 pm. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting polling place or the branch early voting polling places.

MAIN EARLY VOTING POLLING PLACE

CALDWELL COUNTY ELECTIONS OFFICE
1403A BLACKJACK ST, LOCKHART, TX 78644

BRANCH EARLY VOTING POLLING PLACES

Luling Civic Center

300 E Austin, Luling, TX 78648

TEMPORARY EARLY VOTING POLLING PLACES

Uhland Community Center	Tuesday – Wednesday	October 25-October 26	9:00a-6:00p
Lytton Springs Baptist Church	Thursday – Friday	October 27-October 28	9:00a-6:00p
Delhi Fire Department	Tuesday – Wednesday	November 1-November 2	9:00a-6:00p
Three Rivers Community Church	Thursday – Friday	November 3- November 4	9:00a-6:00p

- C. All requests for early voting ballots by mail that are received by a Participating Authority will be transported by runner on the day of receipt to the Administrator, 1403 Blackjack St. Suite A, Lockhart, TX 78644, for processing. Persons voting by mail will send their voted ballots to the Administrator.
- D. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. The Administrator will appoint members of the board and provide a list of members to the participating authority upon request. Participating authority agrees to appoint David Tschirhart as presiding judge of the early voting ballot board.

2. VOTING LOCATIONS

- A. The Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be the usual voting precincts in conducting county elections. The proposed locations are listed in **Attachment "A"** of this Agreement. In the event a voting location is not available, the Administrator will arrange for use of an alternate location and notify Participating Authorities.

3. JOINT ELECTION COSTS: PAYMENT

- A. Payment. The Participating Authorities agree to share the costs of administering the November 8, 2022, Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the Participating Authorities for the Joint Election. The Participating Authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.**

Cost Estimate Not Final. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. The Administrator will provide each Participating Authority with a final invoice of expenses.

- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations. If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

- A. Communication. Throughout the term of this Agreement, the Participating Authorities will engage in ongoing good-faith communications concerning the conduct of the Joint Election and resolution of any problems which might arise regarding the Joint Election.
- B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.

5. RECORDS OF THE ELECTION

- A. The Caldwell County Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 66.001 of the Texas Election Code.
- B. Access to the election records will be available to Participating Authorities as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code. Physical inspection will occur at the Elections Department, 1403 Blackjack St. Suite A, Lockhart, TX, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each Participating Authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of a Participating Authority to bring to the attention of the Administrator any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with the Participating Authority.
- D. A Participating Authority may request the Administrator preserve and store additional documents than those required by Section 66.058, Texas Election Code. If so requested, the Administrator will supply a written invoice for the preservation and storage of the additional records to the requesting Participating Authority. The requesting Participating Authority shall remit payment within thirty (30) days of receipt of the invoice.

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. the Administrator will be responsible for the appointment of the presiding judge and an alternate for each polling location. The Administrator shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the The Administrator.

- B. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2020 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to locate a bilingual clerk, the Administrator may contact the Participating Authority who shall assist in locating a bilingual clerk.
- C. The Administrator is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- D. the Administrator will hold training classes on the use of voting equipment and election laws during September and October 2022, at the Caldwell County Elections Office, 1403 Blackjack St., Lockhart, TX. Additional training classes may be scheduled as needed. Election judges will be notified of additional training sessions. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past five (5) months.
- E. Each election judge will receive \$14.00 per hour and each clerk will receive \$12.00 per hour for their hours worked on Election Day. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$20.00 for attending the class and working Election Day.
- F. the Administrator will employ other personnel, if necessary, for the proper administration of the election, including such part-time help to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

7. SUPPLIES AND PRINTING

- A. The Administrator will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- B. The Administrator will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- C. Participating Authorities shall furnish to the Administrator a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to the Administrator as soon as possible after ballot positions have been determined by the Participating Authority. Participating Authorities will be responsible for proofreading and approving the ballot in so far as it pertains to the Participating Authority's candidates and/or propositions.

8. RETURNS OF ELECTIONS

- A. The Administrator will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

- B. Participating Authorities shall appoint, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, the following central counting station officials.

Manager	Kimber Daniel County Elections Administrator
Tabulating Supervisor	Mayra Calderon Assistant Caldwell County Elections Administrator
Presiding Judge	David Tschirhart

- C. The manager or representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). Participating Authorities, upon request, may require release of returns be given only at a specified location other than from the result center. Participating Authorities that would like the Caldwell County Elections Department's website linked to their website, must provide their web-site address to the Central County Station Manager.
- D. The Administrator will prepare the unofficial canvass report after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event later than eight (8) days after the election. Participating Authorities will be responsible for their official canvass of their respective elections.
- E. The Administrator will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Office if waiver has been granted or denied twenty (20) days before the election.

9. ELECTION REPORTS

The Administrator will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each Participating Authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each Participating Authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

10. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Administrator will provide the designated entity in the runoff election with an estimate of cost to conduct Participating Authority's runoff.

11. NOTICE

Whenever this agreement requires any consent, approval notice, request, or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Kimber Daniel, PhD
Caldwell County Elections Administrator
1403 Blackjack St. Suite A
Lockhart, TX 78644
512-668-4347

If to the Participating Authority:

12. MISCELLANEOUS PROVISIONS

- A. **Venue and Choice of Law.** Participating Authorities agree that all obligations of the parties created hereunder are performable in Caldwell County, Texas. Venue for any legal matters shall lie in the state district courts of Caldwell County, Texas. Venue for any legal matters in federal court shall lie in the United States District Court for the Western District of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Participating Authority's November 8, 2022, election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. **Breach.** In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- E. **Other Instruments:** The Participating Authorities agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. **Mediation:** When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act

and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- G. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- H. Indemnification. The Participating Authorities will indemnify, defend, and hold harmless the Administrator and Caldwell County for claims and causes of action brought by third-parties based on the Administrator's performance of her obligations under this Agreement.
- I. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

NOVEMBER 8, 2022, JOINT AGREEMENT ACCEPTANCE AND APPROVAL

Ordered this the 23rd day of August, 2022.



HOPPY HADEN, Judge
Caldwell County

LEW WHITE, Mayor
City of Lockhart

Dr RON LILIE, Superintendent
Waelder ISD

Dr STEPHANE CAMARILLO
Deputy Superintendent, Lockhart ISD

Dr NAN MCRAVEN, Board Chair
Austin Community College

KATHERINE GLAZE, Mayor
City of Martindale

RONALD RUIZ, General Manager
Edwards Aquifer Authority

DAVID BUNN, Mayor
City of Mustang Ridge

BLAYNE STANSBURY, Board President
BSEACD

ROBERT KARASCH, Board President
Maxwell Special Utility District

TOM LOFTUS, General Manager
BSEACD

Attachment "A"

GENERAL ELECTION
November 8, 2022
Election Day Polling Locations
Polls Open from 7:00 a.m. to 7:00 p.m.

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	Precinct(s) <i>Precinto(s)</i>
Lytton Springs Baptist Church	8511 FM 1854 Dale, 78616	404
St. Mary's Catholic Church Parish Hall	205 W. Pecan Lockhart, 78644	402
St. Mark's Methodist Church	602 E. Live Oak Lockhart, 78644	401
Dale Fire Department	1414 RM 1854 Dale, 78616	400/405
Camino Real Ballroom	20070 Camino Real Dale, 78616	306
Fentress Community Church Hall	Hwy 20/Barber St. Fentress, 78622	305
Boyce Iron	9655 TX 142 Niederwald, 78640	303
Maxwell Fire Station	9655 TX 142 Maxwell, 78656	302
Three Rivers Community Church	103 Main St. Martindale, 78655	300/301
Prairie Lea Civic Center	6899 San Marcos Hwy Prairie Lea, 78611	206
McMahan Women's Community CTR	6022 FM 713 McMahan, 78616	204, 205
McNeil Baptist Church	14304 FM 1322 Luling, 78648	203
Southside Clubhouse	1305 Magnolia Luling, 78648	202
Luling Civic Center	300 E. Austin Luling, 78648	201
American Legion	1501 N Colorado Lockhart, 78644	108
VFW Post 8927 Hall	7007 S US Hwy 183 Lockhart, 78644	104
Grace Lutheran Fellow Ship Hall	108 N Medina Lockhart, 78644	103
Lockhart Evening Lions Club	220 Bufkin Ln. Lockhart, 78644	102, 111
First Lockhart Baptist Church Connection Center	200 S. Blanco Lockhart, 78644	10, 101

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

*Contract
approved
by Council on
March 1, 2022*

CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

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

WITNESSETH:

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

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

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

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

1. Recruit and appoint qualified persons to serve as presiding election judges and alternate judges and train the judges and clerks; and arrange for the use of polling places.
2. Procure and distribute election supplies, including preparation, printing and distribution of ballots.

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

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

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

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

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

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

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

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

Article 6. General Conditions.

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

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

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

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

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

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

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

Caldwell County Elections Administrator

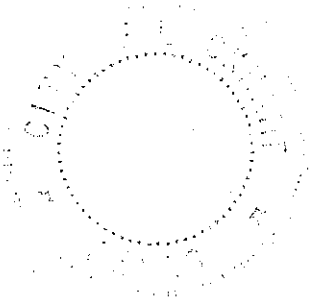

Kimber Daniel, PhD

The City of Lockhart

Lew White
Lew White, Mayor

ATTEST:

Connie Constanancio
Connie Constanancio, TRMC, City Secretary



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discuss Chapter 380 agreement with The Ziegenfelder Co. to provide incentives for economic development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Based in Wheeling, WV, the Ziegenfelder Company is a private, family-owned frozen novelty manufacturer that focuses on producing the highest quality frozen ice treats. Its signature item, Budget Saver Assorted Twin Pops, is commonly referred to as the "Rainbow Array™". They are a significant manufacturer of twin pops with production facilities in Wheeling, WV; Chino, CA; and Denver, CO.

Employment:

100

Investment:

\$39 million

Facility Size:

96,000 SF

Status:

Company is under contract for land in Lockhart Industrial Park III. The company has indicated that it intends to close quickly.

The incentive before Council is for 5 years beginning in year 2 with the following schedule:

Year 2: 80% rebate of real and personal property taxes

Year 3: 75%

Year 4: 66%

Year 5: 66%

Year 6: 33%

The net benefit to the City of Lockhart over 10 years is estimated to be \$1.67 million.

The County will also be considering an incentive at its next Court meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the Chapter 380 agreement with The Ziegenfelder Company as presented.

LIST OF SUPPORTING DOCUMENTS: Ziegenfelder 380 Final

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between THE CITY OF LOCKHART, TEXAS (“City”), a Texas home-rule municipal corporation, and THE ZIEGENFELDER COMPANY (“Company”).

RECITALS

Pursuant to Chapter 380, Texas Local Government Code, City is authorized to authorized to establish a program, including the making of loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity within the City.

Company desires to purchase land, construct an approximately 100,000 square foot facility in the City, bring jobs to the City, and participate in the Economic Development Program established in this Agreement.

Company intends to make a total investment of approximately thirty seven million dollars (\$37,000,000.00) in equipment, personal property, inventory, real property, and improvements to real property over the period of this Agreement.

City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if a facility is successfully developed on the Property.

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

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein for all purposes

Section 2. Chapter 380 Program and Consideration

The City finds and the parties hereto agree that the program established by this Agreement will promote state and local economic development and will stimulate business and commercial activity in the City of Lockhart. City and Company enter into this Agreement in consideration of such economic development and stimulation of business and commercial activity as well as the mutual covenants contained herein.

Section 3. Term

This Agreement shall have a term of five (5) years, commencing on January 1 of the calendar year following Company's completion of construction and securing of a Certificate of Occupancy from the City and terminating at midnight on the fifth anniversary of that date unless sooner terminated as provided herein. For example, if construction is completed and a Certificate of Occupancy obtained in 2023, Year One of this agreement will commence on January 1, 2024.

Section 4. Company Requirements

Company agrees:

- (a) To acquire sufficient land in the City of Lockhart, estimated to be six and seven hundred-sixty-eight thousandths (6.768) acres, ("the Property") that will be suitable for the construction of a facility for the manufacture of water ice products, and for the operation of Company activities thereon ("the Facility").
- (b) Construct the Facility on the Property of at least 42,000 square feet and with other improvements, including equipment, with a project budget of approximately thirty seven million dollars (\$37,000,000.00) in capital investment, provided that Company shall be entitled to revise the budget as a result of, among other things, savings realized by value engineering, reduction of costs in building materials, equipment, labor and other components of the Facility, and substitution of individual facility components.
- (c) Submit schematic drawings for the Facility to the City of Lockhart within one hundred twenty (120) days of execution of closing on the Property, and to and thereafter use its best efforts to commence construction of the Facility within one hundred twenty (120) days after the City's approval of the construction plans and issuance of a building permit for the Facility.
- (d) Use commercially reasonable efforts to complete construction of the Facility and obtain a Certificate of Occupancy from the City within eighteen (18) months after the issuance of the aforesaid building permit.
- (e) Employ a minimum of sixty (60) Full Time Equivalent ("FTE") employees within the first five (5) years from the commencement of the term of this Agreement according to the schedule attached here as Exhibit "A":
- (f) Company shall provide the City with proof of employment of employees by submitting copies of payroll records and federal employment tax forms or other documentation satisfactory to the City, which shall be provided within thirty (30) days of the end of each year of the term of this Agreement.

Once the Company has achieved employing 60 FTS employees, retain at least that number of FTE employees until the end of the term of this Agreement.

The term "Full Time Equivalent," as used in this Agreement, shall mean employment during a calendar year that is equal to a total of at least 1,820 hours including hours associated with holidays, vacation, sick and personal time, and overtime. No more than two employees whose annual hours of employment are less than 1,820 hours, but whose combined time equals or exceeds that number of hours, may be counted as one FTE employee.

- (g) Keep current in the payment of taxes owed for the Facility to any taxing jurisdiction in which the Facility is located unless such taxes are being legally contested by Company.

Section 5. City Requirements

- (a) In consideration of Company's agreement to perform the acts described above, City agrees to provide an annual grant to Company in an amount of money equal to a percentage of the annual City of Lockhart ad valorem taxes paid by Company on real and personal property based solely on any improvements to the real property ("increment") for that year and actually collected by the City.
- (b)) The amount of each annual grant to be paid to Company by the City shall be calculated as shown on the attached Exhibit "A"

For Year one: eighty percent (80%) of the increment attributable to that year and paid to the City;

For Year two: seventy-five percent (75%) of the increment attributable to that year and paid to the City;

For Year three: sixty-six percent (66%) of the increment attributable to that year and paid to the City;

For Year four: sixty-six percent (66%) of the increment attributable to that year and paid to the City;

For Year five: thirty-three percent (33%) of the increment attributable to that year and paid to the City;

After such five-year period, all tax reimbursement grants by the City shall cease.

- (c) City shall pay Company the applicable amount of each annual grant, following Company's payment of ad valorem taxes for that year, on or before March 31 of the calendar year following such payment.

Section 6. Recapture/Termination

In the event that Company begins operating the Facility on the Property, but subsequently discontinues operating such facility for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of Company for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this Agreement within 30 days of the expiration of the 180 days. The burden shall be upon Company to prove to the satisfaction of the City that the discontinuance of operating the facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Company. In the event Company meets this burden and the City is satisfied that the discontinuance of the operation of the facility was the result of events beyond the control of Company, then Company shall have a period of one (1) year in which to resume the operation of the facility. In the event that Company fails to resume the operation of a facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement. The parties agree that there may be certain circumstances that result in the cessation of operations at the Facility that are beyond the control of the Company where the Company is unable to restart its operations within one year (i.e. significant damage to the Facility not repairable within one year). In such instances, the Company agrees to work in good faith and exercise fair dealing in developing and executing a plan for the reopening of the facility in such time as is reasonable under the circumstances as soon as practicable and, in such event, the City will not exercise its rights hereunder for the reimbursement of the monies paid to Company for the period prior to such circumstance.

In the event that Company allows ad valorem taxes on property, or business personal property, or inventory not subject to tax waiver owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of such event

In the event that Company relocates the business to a location outside of the City of Lockhart during the term of this Agreement, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the relocation.

In the event that the City determines that Company is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give Company thirty (30) days written notice to cure such default. Except as provided herein, in the event such default is not cured to the satisfaction of the City within the thirty (30) days notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the default.

In the event that Company shall fail to repay the City within 30 days of the date such repayment is due under any provision of this Section 6, Company hereby agrees that the City may place a lien on Property belonging to Company and located in Caldwell County, Texas for full payment of such monies.

Section 7. Certification of Compliance by Company

On or before March 1 of each year that this Agreement is in effect, Company shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that Company has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any reasonable time, shall have the right to review any and all records of Company related to the provisions of this Agreement.

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may assign its rights and obligations under this agreement only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 10. Notices

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

COMPANY: Kevin Heller, CEO
Ziegenfelder Co.
87 18th Street
Wheeling, West Virginia 26003

With a Copy to General Counsel
Armstrong Group
One Armstrong Place
Butler, PA 16001

City: City Manager, City of Lockhart
P.O. Box 239
Lockhart, Texas 78644

Section 11. Interpretation

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

Section 12. Applicable Law

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

Section 13. Severability

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

Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14. Mutual Assistance

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

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

THE CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Connie Constancio, City Secretary

THE ZIEGENFELDER COMPANY.

Kevin Heller, CEO

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public

My Commission expires:

State of _____)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kevin Heller known to me to be the Chief Executive Officer of The Ziegenfelder Company.

Notary Public

My Commission expires:

Exhibit “A”

Staff recommends a five-year tax rebate of new property taxes at 80% for Year 1, 75% for Year 2, 66% for Year 3, 66% for Year 4, and 33% for Year 5, based on the Company locating, operating, and constructing a manufacturing facility in Lockhart Industrial Park III in the City of Lockhart, Texas and creating at least 60 new full-time equivalent jobs at the facility over the term of the agreement as outlined below. For purposes of the chart below, any jobs created in any year prior to the year for which the City is measuring performance that still exist in the Company in the year being reviewed shall count toward the Jobs Created in the year under review. For example, if the Company creates 30 jobs in year one that continue to exist in year 2, the Company will be in compliance with the following chart if it only creates 10 new jobs in year 2 (i.e. the 10 jobs in excess of the year 1 requirement will count towards satisfying the year 2 requirement. :

<u>Year</u>	<u>Rebate Amount</u>	<u>Jobs Created</u>
1	80%	20
2	75%	20
3	66%	10
4	66%	5
5	33%	5

Should company fail to maintain the jobs created in any one year, the tax rebate shall be reduced by the same equivalent ratio. For example, in Year 3, if the company fails to create the required 50 total jobs and only reports 45 jobs, the rebate will be reduced by 10% ($5/50 = 10\%$).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding Resolution 2022-32 for an economic development performance agreement and property sale agreement for 2.468 acres in Lockhart Industrial Park II with Warelock Partners 2, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The economic development performance agreement attached is a possible speculative building collaboration project for the 2.468-acres of land owned by the LEDC in Industrial Park II. Since this is only for the construction of new spec buildings, it is hard to pinpoint the entire value of the project and the jobs that will be created as a result although staff would expect at least \$1.5 million est. at full buildout.

This performance agreement and contract match the terms from the first deal done with this development group for the 5-acres previously owned by LEDC across from this land. The LEDC closed on that transaction on July 29th.

Facility Size:
Up to 20,000 SF

This performance agreement was discussed and unanimously passed by the LEDC Board at its August 8th board meeting.

The attached property sale contract does not place a time constraint on the construction itself. This would be done with an economic development performance agreement which is needed to offer the price below and is also attached for the board's consideration. The developer says his intentions are to complete construction within a year of contract and try to coordinate it with the project on the recently acquired 5-acres across the street.

Incentives:
The board approved the offer of \$1.50/SF land cost for the 2.468 acres owned by LEDC in Industrial Park II. The total revenue generated by the sale of the land to LEDC would be \$161,259.12.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: The LEDC Board of Directors unanimously approved the performance agreement at its August 8th board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: I move to approve Resolution 2022-32 and authorize the LEDC President to execute the property sale contract with Warelock Partners 2, LLC as presented.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-32 Warelock Partners 2, LLC, Specs 2 Map

RESOLUTION NO. 2022-32

A RESOLUTION OF THE BOARD OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING A PERFORMANCE AGREEMENT FOR AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE, WITH WARELOCK PARTNERS 2, LLC.

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

WHEREAS, Warelock Partners 2, LLC (“Warelock 2”), has applied to LEDC for financial incentives for a project whereby Warelock 2 agrees to construct a new facility of at least 10,000 square feet of speculative light industrial space in an area in the City of Lockhart; and

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

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

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

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

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

City of Lockhart

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, City Attorney

“EXHIBIT A”

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and WARELOCK PARTNERS 2, LLC. (“Warelock”) a limited liability corporation.

RECITALS

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

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

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

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

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

AGREEMENTS

Section 1. Recitals

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

Section 2. Definitions

- (a) “Effective Date” shall mean the date that both parties have executed this Agreement.
- (b) “Government Approval” shall mean any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.
- (c) “New Facility” shall mean a building or buildings with and area of at least ten thousand square feet (10,000 sf) that is constructed on the “Property” by Warelock.
- (d) “Property” shall mean 2.468 acres, more or less, described as Lots 12-A & 12-B, Block 1, Resub #2 LOCKHART INDUSTRIAL PARK II (the address of which is 201 & 207 E. MLK Jr. Blvd.) in the City of Lockhart, Caldwell County, Texas 78644.

Section 3: Term

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

Section 4. Warelock Requirements

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

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

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

Section 5. LEDC Requirements

In consideration of Warelock agreement to develop within the City and to perform the other acts described herein, LEDC agrees it will convey the Property to Warelock at a purchase price of one dollar and fifty cents (\$1.50) per square foot, for a total of \$161,259.12.

Section 6. Closing/Reversion

- (a) Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Government Approval period, or 45 days from receipt of all necessary permits to site development
- (b) LEDC shall convey the Property to Warelock by Special Warranty Deed that shall contain a reversionary clause providing that in the event Warelock fails to acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of closing on the Property, as provided in Section 4(a)(i), OR fails to complete construction of the New Facilities within twenty-four (24) months of closing on the Property, as provided in Section 4(a)(ii), then title and ownership of the Property shall revert to the LEDC.
- (c) The LEDC shall notify Warelock in writing in the event the LEDC determines that the requirements for reversion of title and ownership of the Property have occurred and shall tender therewith a refund of the purchase price of \$161,259.12 payable to Warelock.

Section 7. Entire Agreement

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

Section 8. Successors and Assigns

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

Section 9. Notices

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

Warelock: WARELOCK PARTNERS 2, LLC.
Attn: Matt Lutz
505 W. Lynn Street, Suite B
Austin, Texas 78703

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

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

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

THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steve Lewis, President

ATTEST:

Michael Kamerlander, LEDC Secretary

WARELOCK PARTNERS 2, LLC. :

Matthew Lutz, CEO



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Lockhart Economic Development Corporation (Seller) and Warelock Partners 2, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 12-A & 12-B, Block 1, Resub #2 Lockhart Industrial Park II, 2.468 Acres Addition, City of Lockhart, County of Caldwell, Texas, known as 201 & 207 E MLK Jr. Industrial Blvd 78644 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing. \$ 161,259.12
 - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____
 - C. Sales Price (Sum of A and B) \$ 161,259.12
4. **LEASES:**
 - A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
 - B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
5. **EARNEST MONEY AND TERMINATION OPTION:**
 - A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Independence Title, as escrow agent, at 104 South Commerce Street, Lockhart, TX 78644 (address): \$ 10,000.00 as earnest money and \$ 100.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
 - B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-15

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Independence Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - ☐ (i) will not be amended or deleted from the title policy; or
 - ☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☒ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: **development of a pre-engineered metal warehouse development**. Buyer must object the earlier of (i) the Closing Date or (ii) 45 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

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

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

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

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

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property)

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

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

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

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

(Check one box only)

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

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

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales

agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: **See Special Provisions**

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

9. CLOSING:

- A. The closing of the sale will be on or before See Special Provisions, _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing: special
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

- 10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

- 11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
- 1) Matthew Lutz may assign the contract to a party in which he is a partner/principal. 2) Governmental Approvals - In addition to the the basic Feasibility and Inspection period referenced in Paragraph 5B, Purchaser shall have a 90 day period to obtain all applicable governmental approvals for the development of the property, and shall be at Purchaser's sole and absolute discretion, as to the nature Continued... See Addendum Special Provisions 1**

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

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

To Buyer at: 2001 Chicon St

To Seller at: PO Box 239

Austin, TX 78722-2428

Lockhart, TX 78644

Phone: (512)767-7406

Phone: (512)398-3461

E-mail/Fax: 5127677401

E-mail/Fax: 5123985103

E-mail/Fax: mlutz@sabrecommercial.com

E-mail/Fax: mkamerlander@lockhart-tx.org

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

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☒ Other (list): 1) Sabre LEDC Performance Agreement 2) Special Warranty Deed

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

Buyer's
Attorney is: C. Lane Prickett

505 W Lynn St Ste B
Austin, TX, 78703-4783

Seller's
Attorney is: Monte Akers

6371 Preston Road Suite 200
Frisco, TX 75034

Phone: (512)314-0727

Phone: (972)668-6400

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-15

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

Buyer
Warelock Partners 2, LLC

Seller
Lockhart Economic Development Corporation

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-15. This form replaces TREC NO. 9-14.

TREC NO. 9-15

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

Matthew Lutz

426021

Other Broker Firm

License No.

Listing Broker Firm

License No.

represents

☐

Buyer only as Buyer's agent

represents

☐

Seller and Buyer as an intermediary

☐

Seller as Listing Broker's subagent

☐

Seller only as Seller's agent

Associate's Name

License No.

Listing Associate's Name

License No.

Team Name

Team Name

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

Other Broker's Address

Phone

Listing Broker's Office Address

Phone

City

State

Zip

City

State

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

TREC NO. 9-15

OPTION FEE RECEIPT

Receipt of **\$100.00** (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Independence Title Date

EARNEST MONEY RECEIPT

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

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

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

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

ADDENDUM

PROPERTY: 201 & 207 E MLK Jr. Industrial Blvd, Lockhart, TX 78644

1) Special Provisions

and density of such development. Said cooperation shall be at no cost to Seller. Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Governmental Approval Period, or 45 days from receipt of all necessary permits to site development.

Date: _____

Date: _____

Signature _____

Signature _____

Date: _____

Date: _____

Signature _____

Signature _____

Addendum

Special Warranty Deed

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

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF CALDWELL

§

This Deed is made on the ____ day of _____, 2022, between the Lockhart Economic Development Corporation, as Grantor, the address of which is 215 E. Market Street, P.O. Box 239, Lockhart, TX 78644 and Warelock Partners 2, LLC, as Grantee, the address of which is 505 W. Lynn Street, Suite B, Austin, Texas 78703.

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

2.468 acres, more or less, described as LOCKHART INDUSTRIAL PARK II, BLOCK 1, LOTS 12-A & 12-B, RESUB #2, ACRES 2.468 (the address of which is 201 & 207 E. MLK Jr. Blvd., Lockhart, Texas 78644) in the City of Lockhart, Caldwell County, Texas.

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

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

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

EXECUTED this ____ day of _____, 2022.

Lockhart Economic Development Corporation

Steven Lewis, President

Attest:

Michael Kamerlander, Secretary

STATE OF TEXAS

COUNTY OF CALDWELL

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

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

Notary's Public Signature: _____

My commission expires _____.

ACCEPTED AND AGREED TO Warelock Partners 2, LLC Grantee

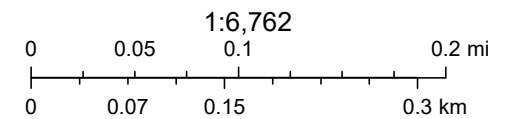
Name: Matthew Lutz

Title: Manager

Project Specs 2



4/11/2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding Ordinance 2022-40 adopting the City of Lockhart's Annual Operating Budget for Fiscal Year 2022-2023 and appropriating resources, beginning October 1, 2022, ending September 30, 2023, for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation and adopting the City's Investment Policy, Financial Policy, and Fund Balance - Stabilization and Excess of Reserves Policies.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: In accordance with the provisions of Article IX, Section 9.09 of the City of Lockhart Charter - a vote is required for adoption; the budget shall be adopted by the favorable vote of a majority of the members of the whole City Council.

This budget also sets forth the fiduciary policies for the City of Lockhart and the Lockhart Economic Development Corporation for the fiscal year October 1, 2022 and ending September 30, 2023. This ordinance will adopt the City's Investment Policy, Financial Policy, and the Fund Balance - Stabilization and Excess of Reserve Policy. The City of Lockhart's Investment Policy must be adopted annually by ordinance according to the City's Charter, Chapter 2256, Section 2256.005.

Two additions were added to the City of Lockhart's Financial Policy. Upon completion of the Fiscal Year 2020-2021 audit, the City's external auditor, BrooksWatson & Company, made two recommendations which involved additions to the City's Financial Policy. The first concerns uncollectible debt and the second is a GASB 87 statement dealing with capital leasing. The budget for Fiscal Year 2022-2023 includes the revised City of Lockhart Financial Policy with the recommended additions.

This agenda item allows for the City Council to suggest any budget allocations or deletions to the budget before a vote is taken. If no additional allocations or deletions are presented, action can be taken to adopt the Fiscal Year 2022-2023 Annual Operating Budget for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-40 - Annual Budget 2023

ORDINANCE 2022-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING THE BUDGET AND APPROPRIATING RESOURCES FOR THE FISCAL YEAR 2022-2023, BEGINNING OCTOBER 1, 2022, FOR THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS; ADOPTING THE FUND BALANCE-STABILIZATION OF EXCESS OF RESERVE POLICY AND CITY OF LOCKHART INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas for Home Rule cities and the City Charter for the City of Lockhart, Texas, the budget covering proposed estimated revenues and expenditures for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023, was filed with the City Secretary and notice of public hearing was provided as required, and,

WHEREAS, a public hearing was held by the City Council of the City of Lockhart, Texas, on said budget on August 16, 2022 and September 6, 2022 at which time said budget was presented and considered, and interested citizens were provided an opportunity to be heard by the City Council of the City of Lockhart, and,

WHEREAS, the City Council has reviewed and adopted a fiscal policy titled "Fund Balance-Stabilization of Excess of Reserve Policy"; and

WHEREAS, the City Council has reviewed and adopted a fiscal policy titled "Financial Policy"; and

WHEREAS, the City Council has reviewed and adopted an investment policy titled "City of Lockhart Investment Policy" and has conducted an annual review of the City's Investment Policy, as required by Chapter 2256, Texas Government Code; and

WHEREAS, the City Council, City Manager and staff, after careful deliberate study and considerable debate, have determined the appropriate revenues and expenditures necessary for the maintenance and operations of the City of Lockhart for Fiscal Year 2023.

THEREFORE, BE IT RESOLVED, that the City Council of the CITY OF LOCKHART hereby adopts the Fund Balance-Stabilization of Excess of Reserve Policy; Financial Policy; City of Lockhart Investment Policy; and the Fiscal Year 2023 Annual Budget providing for revenues and expenditures as follows:

Name	Revenues	Expenditures	Difference
General Fund	17,071,700	17,041,132	30,568
Debt Service Fund	1,667,464	1,667,464	0
Electric Fund	13,573,255	13,339,635	233,620
Water Fund	4,934,269	4,931,945	2,324
Wastewater Fund	4,363,300	4,207,293	156,007
Solid Waste Fund	2,154,685	1,888,917	265,768
Emergency Medical Service	1,721,200	1,582,854	138,346
Airport Fund	142,039	89,807	52,232
LEDC	1,179,140	1,043,869	135,271
Hotel Occupancy Tax Fund	126,420	85,600	40,820

PASSED, APPROVED, ADOPTED and EFFECTIVE this the 6th day of September 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding Ordinance 2022-41 levying maintenance and operations property taxes for the use and support of the City of Lockhart, Texas and interest and sinking property taxes for the debt service obligations of the City of Lockhart, Caldwell County, Texas for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed tax rate is \$0.6006 per \$100 of assessed value. The Ordinance describes the two required components of the tax rate; Maintenance and Operations (M&O) and Interest and Sinking (I&S).

State law requires a statement regarding the amount by which taxes for maintenance and operations on a \$100,000 home will be raised. Based on the proposed tax rate, the maintenance and operations portion of the rate will be \$0.4504 per \$100 assessed value compared to last year's maintenance and operations rate of \$0.5254 per \$100 assessed value, resulting in a decrease of \$0.075 or 14.3%. The interest and sinking portion of the tax rate increased from \$0.1057 to \$0.1502 per \$100 assessed value, resulting in an increase of \$0.0445 or 42.3%. Therefore, there will be no increase in the maintenance and operations tax due on a \$100,000 home.

The City of Lockhart's portion of a homeowner's property tax bill is only 27% of their total bill based on current tax rates. The remaining 73% of the tax bill is for property taxes charged by the other taxing jurisdictions, including the Lockhart Independent School District (42%), Caldwell County (29%), Farm-to-Market (0.004%), and Plum Creek Conservation District and Groundwater tax (2.0%).

Property taxes paid to the City of Lockhart make up approximately 37% of the City's General Fund revenues. Sales tax revenue makes up another 15%, while other fees and services cover the remaining 48%. The revenues from the General Fund provide maintenance and operational support for streets, parks, infrastructure, police and fire protection.

The verbiage contained within this ordinance is in strict compliance with requirements of Section 26.05(b)(1)(B) of the Texas Tax Code.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: State law requires that **two separate motions be made to adopt these tax rates and two separate votes:**

"I MOVE THAT THE MAINTENANCE AND OPERATIONS RATE BE ADOPTED AT \$0.4504 PER \$100 OF ASSESSED VALUE AS INDICATED/LISTED IN ORDINANCE 2022-41, THEREBY ADOPTING SAID ORDINANCE."

"I MOVE THAT THE INTEREST AND SINKING RATE BE ADOPTED AT \$0.1502 PER \$100 OF ASSESSED VALUE AS INDICATED/LISTED IN ORDINANCE 2022-41, THEREBY ADOPTING SAID ORDINANCE."

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-41 - Tax Levy 2022

ORDINANCE 2022-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS LEVYING MAINTENANCE AND OPERATIONS PROPERTY TAXES FOR THE USE AND SUPPORT OF THE CITY OF LOCKHART, TEXAS AND INTEREST AND SINKING PROPERTY TAXES FOR THE DEBT SERVICE OBLIGATIONS OF THE CITY OF LOCKHART FOR FISCAL YEAR 2022-23, BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND APPROPRIATING EACH PART THEREOF FOR THE SPECIFIC PURPOSES, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State Legislature enacted Senate Bill 18, which mandated that municipal ordinances establishing annual tax rates must describe an increase in total maintenance and operations taxes compared to the previous year, and the rise of such taxes on a \$100,000 home compared to the previous year.

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

1. There is hereby levied and shall be collected a maintenance and operations (M&O) property tax for the use and support of the municipal government of the City of Lockhart, Texas and there is hereby levied and shall be collected an interest and sinking (I&S) property tax to provide for the debt service obligations of the City of Lockhart for Fiscal Year 2023, beginning October 1, 2022, upon all taxable property, within the corporate limits of the City of Lockhart, Texas, as follows:
 - a. For the maintenance and operations needs of the City of Lockhart the maintenance and operations (M&O) property tax is hereby adopted as 45.04 cents per each 100 dollars of property valuation. The tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be decreased by 14.3 percent and will decrease taxes for maintenance and operations on a \$100,000 home; and,
 - b. For the debt service obligations of the City of Lockhart interest and sinking (I&S) property tax is hereby adopted as 15.02 cents per each 100 dollars of property valuation. The tax rate will raise more taxes for interest and sinking than last year's tax rate. The tax rate will effectively be increased by 42.3 percent and will increase taxes to meet debt obligations for Fiscal Year 2022-23.
2. All taxes levied under the Ordinance for the specific purposes named herein shall be and is hereby approved to be collected and appropriated to the account(s) of the City of Lockhart for the specific purpose indicated in each items a and b above, by the Property Tax Assessor/Collector of the City of Lockhart.
3. Severability: if any provision, section, clause, sentence or phrase of this Ordinance is for any reason held to be unconstitutional, void, invalid, or unenforceable, 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 approving this ordinance that no portion, provision, or regulation contained herein shall be inoperative or fail by any reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
4. Repeal: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with provisions set out above in this ordinance are hereby repealed or amended as indicated.
5. Effective date: This ordinance shall become effective and be in full force immediately upon its passage.

PASSED, APPROVED and ADOPTED this the 6th day of September 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding Ordinance 2022-42 repealing uncodified Ordinance 2021-29 in its entirety and adopting this ordinance regarding the City personnel policy manual; removing performance or merit pay for police and fire personnel and adopting a step pay plan for Police and Fire Departments under civil service.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The FY 22-23 Budget includes a 4% pay increase for all full-time and part-time regular City of Lockhart employees. In compliance with Civil Service, classified police and fire positions are paid per a step pay plan, which is set by ordinance. The proposed ordinance reflects increasing the step plans as included in the budget.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The 4% pay increase is included in the proposed FY 22-23 budget.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Proposed Ordinance 2022-42

ORDINANCE NO. 2022-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS; REPEALING UN-CODIFIED ORDINANCE 2021-29 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING THE CITY PERSONNEL POLICY MANUAL; REMOVING PERFORMANCE OR MERIT PAY FOR POLICE AND FIRE PERSONNEL AND ADOPTING A STEP PAY PLAN FOR POLICE AND FIRE DEPARTMENTS UNDER CIVIL SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted a personnel policy manual on April 8, 1986; and

WHEREAS, certain sections address pay issues; and

WHEREAS, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, “merit” pay for classified police officers and fire fighters was abolished; and

WHEREAS, due to a four (4) percent pay increase for all full-time and part-time regular City of Lockhart employees approved by City Council effective October 1, 2022, the City believes that public safety will best be served by adjusting step pay plans for police and fire classified personnel; and

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

- I. The matters and facts set forth in the preamble are hereby found to be true.
- II. The following Step Pay Plans for the Fire Department (Exhibit “A”) and Police Department (Exhibit “B”) are expressly incorporated by reference and adopted for classified members of the Lockhart Fire Department and Lockhart Police Department.
- 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, section, 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 the caption of this ordinance to be published in a newspaper of general circulation according to law.

VI. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VII. Effective Date: That this ordinance shall become effective on October 1, 2022 beginning with work shifts starting after 12:00 A.M. on October 1, 2022.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 6th DAY OF SEPTEMBER, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

Fire Department Step Pay Plan Civil Service Personnel Rate Per Hour <i>*Effective October 1, 2022</i>						
<u>Tenure¹</u>						
Firefighter/EMT Per Hour	0	1	3	5	7+	
	\$17.01	\$17.64	\$18.48	\$19.31	\$19.75	
<u>Tenure</u>						
Fire Engineer Per Hour	0	3	6	9	12+	
	\$18.90	\$19.31	\$20.16	\$20.58	\$21.00	
<u>Tenure</u>						
Captain Per Hour	0	3	6	9	12+	
	\$21.00	\$21.84	\$22.26	\$22.66	\$23.11	
<u>Tenure²</u>						
Assistant Chief Per Hour	0	3	6	9	12+	
	\$33.56	\$34.13	\$34.70	\$35.28	\$37.47	

EXHIBIT “A”

¹ “Tenure” is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

² The Assistant Fire Chief will be exempt from overtime and will be paid on a salary basis.

Police Department Civil Service Personnel Rate Per Hour <i>Effective October 1, 2022</i>								
<u>Tenure¹</u>								
Police Cadet Per Hour	0							
	\$20.78							
<u>Tenure</u>								
Police Officer Per Hour	0	1	2	4	6	8	10	12+
	\$27.23	\$27.94	\$28.66	\$29.38	\$30.27	\$31.17	\$32.12	\$33.08
<u>Tenure</u>								
Sergeant Per Hour	2	4	6	8	10+			
	\$33.72	\$34.41	\$35.55	\$36.70	\$37.89			
<u>Tenure</u>								
Lieutenant Per Hour	4	6	8+					
	\$38.41	\$39.73	\$41.13					
<u>Tenure</u>								
Captain Per Hour	4	6+						
	\$41.27	\$43.73						

EXHIBIT “B”

¹ “Tenure” is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding Resolutions to consent to the inclusion of City ETJ land in the Caldwell Co. MUD No. 2. (Resolution No. 2022-30 for 32.486 acres requested by Jakovich Interests, LLC and Resolution No. 2022-31 for 135.731 acres requested by PH Land Holdings, LLC.)

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Monte Akers

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

State law requires that a city consent to the inclusion of land in its ETJ in a municipal utility district ("MUD") On January 15, 2019, the City approved Resolution No. 2019-04 and a Consent Agreement for creation of "Clear Fork Ranch MUD," a portion of which would be in the City's ETJ. The Legislature subsequently changed the name of the MUD to the "Caldwell Co. MUD No. 2." The Consent Agreement provided that additional land could be included in the MUD only with the City's consent, and on August 12, 2022, the City received petitions for inclusion of two tracts in the ETJ, being 32.486 a. from Jakovich Interests, LLC, and 135.731 a. from PH Land Holdings, LLC, both of which tracts were addressed in the Consent Agreement, the latter being described therein as "Option Land,"

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: Resolution No. 2019-04, described above.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Caldwell Co MUD 2 expansion resolution 32 486 acres R 2022-30, Caldwell Co MUD 2 expansion resolution 135.731 acres R 2022-31, Resolution 2019-04 and Consent Agreement dated January 15, 2019, Petition for Consent for the Addition of Land into Caldwell Co. MUD No. 2 (32.486 a.), Petition for Consent for the Addition of Land into Caldwell Co. MUD No. 2 (135.731 a.)

RESOLUTION NO. 2022-30

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING
TO THE INCLUSION OF LAND WITHIN CALDWELL COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2**

WHEREAS, pursuant to Texas Water Code, Section 54.016, and Texas Local Government Code, Section 42.0425, land within the extraterritorial jurisdiction (“ETJ”) of a city may not be included within a district without the written consent of such city; and

WHEREAS, by Resolution No. 2019-04, dated January 15, 2019, and Consent Agreement of the same date by and between the City of Lockhart (“City”) and the limited partnerships of J&P Lockhart I, LP (JPLI) and J & P Builders, (JPLB) the City granted consent to the creation of the District, referred to therein as the Clear Fork Ranch Municipal Utility District, to include certain lands within the City’s ETJ; and

WHEREAS, pursuant to Acts 2019, 86th Leg., R.S., Ch. 109 (Chapter 8053 of the Texas Special District Local Laws Code) (the “Enabling Act”), the Texas Legislature created Caldwell County Municipal Utility District No. 2, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution, (“the District”), being the same district and lands previously referred to as the Clear Fork Ranch Municipal Utility District, with the powers and duties provided by Chapters 49 and 54 of the Texas Water Code and the Enabling Act; and

WHEREAS, Sec. 2.04 of the Consent Agreement provides that District shall not annex any land located in the City’s extraterritorial jurisdiction into the District’s boundaries without the prior written consent of the City; and

WHEREAS, by “Petition for Consent to the Addition of Land into Caldwell County Municipal Utility District No. 2” dated August 11, 2022, the City received a request for its consent to the inclusion of the tract of real property encompassing 32.486 acres being more particularly described by metes and bounds and by plat, or sketch, in **Exhibit “A”** attached hereto (the “Land”), into the boundaries of the District; and

WHEREAS, such Land is located within the extraterritorial jurisdiction of the City; and,

WHEREAS, the City has been notified that JPLI exercised its option to purchase the Option Land; and

WHEREAS, the City Council of the City of Lockhart desires to grant its written consent to the inclusion of the 32.486 acres and the Option Land within the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the inclusion of the 32.486 acres, described in Exhibit "A," which is attached hereto and incorporated herein for all purposes, and the Option Land, described in Exhibit "B," which is attached hereto and incorporated herein for all purposes, within the District in accordance with Section 54.016, Texas Water Code, and Section 42.0425 of the Texas Local Government Code.

Section 2. This Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2022.

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary
(SEAL)

Approved as to form:

Monte Akers, City Attorney

Exhibit “A”

Description of 32.486 acres

RESOLUTION NO. 2022-31

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING
TO THE INCLUSION OF LAND WITHIN CALDWELL COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2**

WHEREAS, pursuant to Texas Water Code, Section 54.016, and Texas Local Government Code, Section 42.0425, land within the extraterritorial jurisdiction (“ETJ”) of a city may not be included within a district without the written consent of such city; and

WHEREAS, by Resolution No. 2019-04, dated January 15, 2019, and Consent Agreement of the same date by and between the City of Lockhart (“City”) and the limited partnerships of J&P Lockhart I, LP (JPLI) and J & P Builders, (JPLB) the City granted consent to the creation of a municipal utility district, referred to therein as the Clear Fork Ranch Municipal Utility District, to include certain lands within the City’s ETJ; and

WHEREAS, pursuant to Acts 2019, 86th Leg., R.S., Ch. 109 (Chapter 8053 of the Texas Special District Local Laws Code) (the “Enabling Act”), the Texas Legislature created Caldwell County Municipal Utility District No. 2, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution, (“the District”), being the same district and lands previously referred to as the Clear Fork Ranch Municipal Utility District, with the powers and duties provided by Chapters 49 and 54 of the Texas Water Code and the Enabling Act; and

WHEREAS, Sec. 2.04 of the Consent Agreement provides that District shall not annex any land located in the City’s extraterritorial jurisdiction into the District’s boundaries without the prior written consent of the City; and

WHEREAS, by “Petition for Consent to the Addition of Land into Caldwell County Municipal Utility District No. 2” dated August 12, 2022, the City received a request for its consent to the inclusion of the tract of real property encompassing 135.731 acres being more particularly described by metes and bounds in Exhibit “A” attached hereto (the “Land”), into the boundaries of the District (such Land having been identified in the Consent Agreement as “Option Land”); and

WHEREAS, such Land is located within the extraterritorial jurisdiction of the City; and,

WHEREAS, the City has been notified that JPLI exercised its option to purchase the Option Land; and

WHEREAS, the City Council of the City of Lockhart desires to grant its written consent to the inclusion of the 135.731 acres within the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the inclusion of the 135.731 acres, described in Exhibit "A," which is attached hereto and incorporated herein for all purposes, within the District in accordance with Section 54.016, Texas Water Code, and Section 42.0425 of the Texas Local Government Code.

Section 2. This Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2022.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Connie Constancio, City Secretary
(SEAL)

Approved as to form:

Monte Akers, City Attorney

Exhibit “A”

Description of 135.731 acres

**A METES AND BOUNDS
DESCRIPTION OF A
135.731 ACRE TRACT OF LAND**

BEING a 135.731 acre (5,912,451 square feet) tract of land situated in the J.B. Gray Survey, Abstract 116, Caldwell County, Texas; and being all of that certain 133.1 acre tract described in instrument to Clark R. and Anne J. William recorded in Document No. 122818 of the Official Public Records of Caldwell County; and being more particularly described as follows:

COMMENCING at a 2-inch metal post found on the northeasterly right of way line of County Road 108 (Borcher Loop) (width varies) marking the south corner of that certain 316.856 acre tract described in instrument to J & P Lockhart I, LP recorded in Document No. 2016-003049 of the Official Public Records of Caldwell County, and the western-most corner of that certain 59.289 acre tract described in instrument to Jay S. Cheek and Brenda A. Cheek, recorded in Volume 243, Page 830 of the Official Public Records of Caldwell County;

THENCE, along the said northeasterly right of way line of said County Road 108 the following three (3) courses and distances:

1. North 31°42'12" West, 831.96 feet to a 60D nail found at a wood post for corner;
2. North 31°09'41" West, 1784.12 feet to a railroad tie corner post found marking the **POINT OF BEGINNING** of herein described tract, the west corner of said 316.856 acre tract, and the south corner of said 133.1 acre tract;
3. North 31°45'04" West, 2080.69 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of State Highway 142 (width varies) marking the west corner of said 133.1 acre tract;

THENCE, along the said southeasterly right of way line of State Highway 142 the following four (4) courses and distances:

1. North 77°29'15" East, 403.50 feet to a brass disk in concrete (TxDOT Type 2 monument) found for corner;
2. North 77°35'36" East, 614.53 feet to a brass disk in concrete (TxDOT Type 2 monument) found for a point of curvature;
3. in a northeasterly direction, along a tangent curve to the left, a central angle of 16°47'34", a radius of 1979.86 feet, a chord bearing and distance of North 69°11'50" East, 578.20 feet, and a total arc length of 580.27 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of tangency;
4. North 60°48'03" East, 72.48 feet to a point for corner, on the southwesterly line of that certain 2.04 acre tract described in instrument to the State of Texas recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, and marking the southeast corner of that certain 1.148 acre tract (Part 2) described in instrument to the State of Texas recorded in Volume 111, Page 272 of the Official Public Records of Caldwell County, and from which a 1/2-inch iron rod (bent) found bears: South 48°25'08" East, 0.20 feet;

THENCE, along the southwesterly, southeasterly, and northeasterly lines of said 2.04 acre tract the following four (4) courses and distances:

1. South 48°25'08" East, 243.37 feet to a concrete monument (TxDOT Type 1) found marking the south corner of said 2.04 acre tract for corner;
2. North 61°06'51" East, 199.72 feet to a concrete monument (TxDOT Type 1) found marking the southeast corner of said 2.04 acre tract for corner;

3. North 11°21'22" East, 159.62 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set found marking the east corner of said 2.04 acre tract for corner;
4. North 65°23'10" West, 135.83 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of said State Highway 142 marking the southwest corner of that certain 1.553 acre tract (Part 1) described in aforesaid instrument to the State of Texas;

THENCE, along the said southeasterly right of way line of State Highway 142 the following three (3) courses and distances:

1. North 60°48'30" East, 73.56 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 30°17'19", a radius of 1839.85 feet, a chord bearing and distance of North 75°57'11" East, 961.33 feet, and a total arc length of 972.61 feet to a brass disk in concrete (TxDOT Type 2 monument) found at a point of tangency;
3. South 88°54'09" East, 1200.54 feet to a brass disk in concrete (TxDOT Type 2 monument) found marking the northeast corner of said 133.1 acre tract, and the northwest corner of that certain 55.627 acre tract described in instrument to Charles D. and Jane Spillmann recorded in Document No. 2016-004753 of the Official Public Records of Caldwell County;

THENCE, along the southwesterly, and northwesterly lines of said 55.627 acre tract the following three (3) courses and distances:

1. South 31°07'22" East, 708.49 feet to a wood post found marking the east corner of said 133.1 acre tract;
2. South 58°52'53" West, 114.97 feet to a 1/2-inch iron rod with plastic cap "UNREADABLE" found for corner;
3. South 55°23'01" West, 17.64 feet to a "T" post in rock mound found marking a westerly corner of said 55.627 acre tract;

THENCE, South 58°48'59" West, 3761.70 feet along the southeasterly line of said 133.1 acre tract, same being the northwesterly line of aforesaid 316.856 acre tract to the **POINT OF BEGINNING** and containing 135.731 acres of land in Caldwell County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Southcentral Zone (FIPS 4204) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

John G. Mosier
7-27-21

John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com



RESOLUTION 2019-04

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING TO THE CREATION OF CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT.

WHEREAS, the City of Lockhart, Texas (the "City") received a Petition for Consent to the inclusion of land within, and creation of, Clear Fork Ranch Municipal Utility District (the "District") in the extraterritorial jurisdiction of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and,

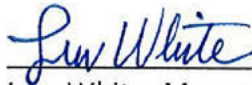
WHEREAS, the City Council of the City of Lockhart desires to grant its written consent to the creation of, and inclusion of land within, the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the creation of Clear Fork Ranch Municipal Utility District, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this 15th day of January, 2019.



Lew White, Mayor

ATTEST:



Connie Constancio, City Secretary

(SEAL)

APPROVED AS TO FORM:



Peter Gruning, City Attorney



EXHIBIT "A"

REQUEST FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART,
TEXAS:

The undersigned (herein referred to as the "Petitioners"), holders of title to all land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, and Section 42.042, Texas Local Government Code, respectfully request the City Council of the City of Lockhart, Texas, for its written consent to the inclusion of land in, and the creation of, a conservation and reclamation district under Chapters 49 and 54, Texas Water Code and would respectfully show the following:

I.

The name of the proposed District shall be CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT or some similar name as required or permitted by law (the "District").

II.

The land shall be included within the District by creation and organization of the District as provided above. The District shall exist under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code.

III.

The District will contain approximately 472.126 acres of land, more or less, situated in Caldwell County, Texas. The land proposed to be included within the District consists of two tracts encompassing approximately 155.27 acres and 316.856 acres of land, respectively, each of which is described in Exhibit "A" attached hereto. A portion of the 316.856-acre tract of land is located within the extraterritorial jurisdiction of the City of Lockhart, Texas. All of the territory proposed to be included may properly be included in the District.

IV.

The undersigned Petitioners are the owners of and hold title to all of the land to be included within the proposed District as indicated by the tax rolls of the county in which the land is located.

V.

By execution below, Petitioners certify that there are no lienholders on any of the lands proposed to be included within the District.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage for the District and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The area proposed to be within the District will experience substantial and sustained residential growth. There is not now available within the area, which will be developed as a master-planned single-family residential development, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements. The health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, and roadway system. A public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks system, sanitary sewer system, and drainage and storm sewer system, and road improvements, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

A preliminary investigation has been instituted to determine the cost of the project, and it is now estimated by the Petitioners, from such information as they have at this time, that the ultimate costs of the development contemplated will be approximately \$28,000,000. The project will be financed by the issuance of bonds by the District.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the 316.856-acre tract of land described herein within the District.

RESPECTFULLY SUBMITTED, this 11th day of January, 2019.

PETITIONERS:

J & P LOCKHART I, LP, a Texas limited partnership

By: **JAKOVICH & PERRY CAPITAL PARTNERS, LLC, its General Partner**

By: 

Name: Jared Jakovich

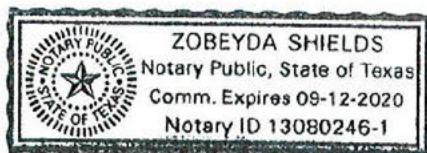
Title: President

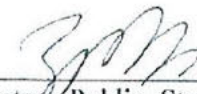
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 11 day of January, 2019, by Jared Jakovich, as president of Jakovich & Perry Capital Partners, LLC, a Texas limited liability company and General Partner of J & P Lockhart I, LP, a Texas limited partnership, on behalf of said limited partnership.

(Seal and Expiration)





Notary Public, State of Texas

J & P LOCKHART BUILDERS, LP, a Texas limited partnership

By: **J & P LOCKHART II, LLC**, its General Partner

By: [Signature]

Name: Jared Jakovich

Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 11 day of January, 2019, by Jared Jakovich, as president of J & P Lockhart II, LLC, a Texas limited liability company and General Partner of J & P Lockhart Builders, LP, a Texas limited partnership, on behalf of said limited partnership.

(Seal and Expiration)

[Signature]
Notary Public, State of Texas

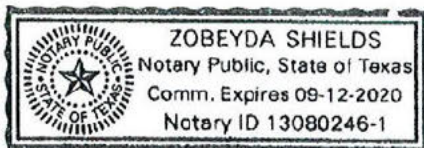


Exhibit "A"
Description of Property

**Description of 316.856-Acre Tract
(JPLI Land)**

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

January 9, 2019

LEGAL DESCRIPTION: BEING 316.856 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE J.B. GRAY SURVEY, ABSTRACT 116 AND THE W. HOUSE SURVEY, ABSTRACT 15 IN CALDWELL COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 283 ACRE TRACT AND 31.3 ACRE TRACT OF LAND CONVEYED TO GLENVOIR FARM AS SECOND TRACT AND THIRD TRACT BY DEED RECORDED IN VOLUME 403, PAGE 671 OFFICIAL RECORDS, CALDWELL COUNTY, TEXAS; SAID 316.856 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JUNE, 2016:

BEGINNING at a 2" steel fence found on the easterly line of Borchert Loop for the southwest corner hereof and said 31.3 acre tract and the northwest corner of that certain 59.289 acre tract of land conveyed to Jay S. Cheek and Brenda A. Cheek by deed recorded in Volume 243, Page 830 of said official records;

THENCE along Borchert Loop, N 31°43'40" W a distance of 831.80 feet to a 60D nail found in old fence post for the northwest corner of said 31.3 acre tract and a common corner with said 283 acre tract and N 31°07'52" W a distance of 1783.62 feet to a railroad tie fence corner post found for the northwest corner hereof and said 283 acre tract and the southwest corner of that certain 136 acre tract of land conveyed to William R. Clark by deed recorded in Document # 122818 of said official records;

THENCE N 58°48'35" E a distance of 3760.23 feet to a "T" post found in rock mound for a northerly, northeast corner hereof and said 283 acre tract and the northwest corner of that certain 57.29 acre tract of land conveyed to Lisa Kay Jolley King and as described by deed recorded in Volume 130, Page 865 of said official records;

THENCE S 31°48'55" E a distance of 1102.81 feet to a "T" post found in 2" iron pipe found in rock mound for an ell corner hereof and the southeast corner of said King 57.29 acre tract;

THENCE N 59°08'24" E a distance of 2444.46 feet to a 12" fence corner post found on the westerly line of that certain 17.18 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records for an ell corner hereof and the southeast corner of that certain 5.257 acre tract of land conveyed to Jose A. Cardenas and Carmen Cardenas by deed recorded in Volume 439, Page 372 of said official records;

THENCE S 32°00'32" E a distance of 654.53 feet to a 2" steel fence corner post found on the approximate common line of the J.B. Gray Survey and the W. House Survey for an ell corner hereof and the southwest corner of said Willenberg 17.18 acre tract;

THENCE N 59°17'01" E a distance of 262.32 feet along said line to a 2" steel fence corner post found for an ell corner hereof and the northwest corner of that certain 14.6 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records ;

THENCE S 30°57'43" E a distance of 849.75 feet to a 2" steel fence corner post found on the northerly line of that certain 45.76 acre tract of land conveyed to Stephen R. Knox and Bonnie Lee Knox by deed recorded in Volume 184, Page 505 of said official records for the southeast corner hereof and said 283 acre tract and the southwest corner of said Willenberg 14.6 acre tract;

THENCE S 58°49'37" W a distance of 2282.66 feet to a cotton gin spindle set at a 3/4" iron pipe found for the northwest corner of said Knox 45.76 acre tract and the northeast corner of the aforesaid Cheek 59.289 acre tract;

THENCE S 58°54'26" W a distance of 4196.34 feet to the **POINT OF BEGINNING**, containing 316.856 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
Server; co\Caldwell\sur\M. Hunt\38316



**Description of 155.27-Acre Tract
(JPLB Land)**

LEGAL DESCRIPTION:

155.27 ACRES OF LAND CONSISTING OF A CALLED 35.0 ACRES OF LAND, DESCRIBED AS FOURTH TRACT IN THE W. C. STEFFEY SURVEY, ABSTRACT NUMBER 274 IN CALDWELL COUNTY, TEXAS; AND CONSISTING OF THE REMAINDER OF A CALLED 142.5 ACRES OF LAND, DESCRIBED AS FIFTH TRACT IN THE M. HUNT SURVEY, ABSTRACT NUMBER 137 IN CALDWELL COUNTY, TEXAS; SAID FOURTH TRACT AND FIFTH TRACT, HAVING A COMBINED TOTAL OF 177.5 ACRES, BEING A PORTION OF A 494.8 ACRE TRACT OF LAND CONVEYED IN A DEED TO WILLIAM JANNEY GAMBLE, TRUSTEE OF THE KATIE THOMSON JANNEY REVOCABLE TRUST "A" AND RECORDED IN VOLUME 403, PAGE 671 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (DRCCTX); SAID 155.27 ACRES OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1½-inch iron pipe found in the southwest Right-of-Way (ROW) line of Borchert Loop (County Road 108), being the east corner of a 2.000 acre tract of land in the J. George Survey, Abstract Number 118 in Caldwell County, Texas, described in a deed to Dennis R. & Shalaina T. Walker, recorded in Volume 433, Page 203, DRCCTC, and being the north corner of the remainder of said 177.5 acre Gamble tract;

THENCE along the southeast line of said J. George Survey, Abstract Number 118, being also the southeast line of said 2.000 acre Walker tract; same being the northwest line of said M. Hunt Survey, Abstract Number 137 and the northwest line of said 177.5 acre Gamble tract, S59°45'36"W, a distance of 329.74 feet to an iron rod set with a cap marked "TMG" for the north corner and **POINT of BEGINNING** of the herein described tract of land;

THENCE through the interior of said 177.5 acre Gamble tract, the following two (2) courses and distances:

1. S32°37'51"E, a distance of 560.05 to an iron rod set with a cap marked "TMG" for an angle point, and
2. N57°21'07"E, a distance of 320.50 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

THENCE with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

THENCE continuing through the interior of said 177.5 acre Gamble tract, the following three (3) courses and distances:

3. S57°21'07"W, a distance of 319.02 feet to an iron rod set with a cap marked "TMG" for an angle point,
4. S32°37'51"E, a distance of 1817.85 feet to an iron rod set with a cap marked "TMG" for an angle point, and

5. N57°23'55"E, a distance of 289.15 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

THENCE with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

THENCE continuing through the interior of said 177.5 acre Gamble tract, the following four (4) courses and distances:

6. S57°23'55"W, a distance of 287.68 feet to an iron rod set with a cap marked "TMG" for an angle point,
7. S32°37'51"E, a distance of 678.17 feet to an iron rod set with a cap marked "TMG" for an angle point,
8. S81°34'47"E, a distance of 52.54 feet to an iron rod set with a cap marked "TMG" for an angle point, and
9. N49°28'18"E, a distance of 239.16 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

THENCE with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 40.34 feet to a 60d nail found in the top of a wooden post being the north corner of a 99.0 acre tract of land in the J. H. Finch Survey, Abstract Number 108 in Caldwell County, Texas, described as Tract I in a deed to Edgar L. and wife, Dorothy June Vogel, recorded in Volume 8, Page 21, DRCCTC, and being the east corner of the remainder of said 177.5 acre Gamble tract and being the east corner of the herein described tract of land;

THENCE with the northwest line of said 99.0 acre tract, being the southeast line of the remainder of said 177.5 acre Gamble tract, S49°28'18"W, a distance of 2216.10 feet to a 1½-inch iron pipe found in the northwest line of said 99.0 acre tract, being the east corner of a 340.331 acre tract of land described in a deed to Nami Ranch, L.L.C. and recorded in Document Number 087087 of the Official Public Records of Real Property for Caldwell County, Texas (OPRRPCCTX), for the south corner of the remainder of said 177.5 acre Gamble tract and being the south corner of the herein described tract of land;

THENCE with the northeast line of said 340.331 acre tract, being the southwest line of the remainder of said 177.5 acre Gamble tract, N32°37'49"W, at 3520.81 feet passing a calculated point marking the north corner of said 340.331 acre tract and the southeast corner of a 7.779 acre tract of land described in a deed to Belinda N. Garza and recorded in Document Number 121466, OPRRPCCTX, from said point, a 6" cedar fence corner post bears S57°22'11"W, 1.87 feet; and continuing along the northeast line of said 7.779 acre tract, a total distance of 3662.56 feet to a 1½-inch iron pipe found in the northeast line of said 7.779 acre tract, being along the southeast line of the J. George Survey, Abstract Number 118, at the south corner of a 5.052 acre tract of land described in a deed to Woodmen of the World recorded in Volume 212, Page 545, DRCCTX, for the west corner of the remainder of said 177.5 acre Gamble tract and being the west corner of the herein described tract of land;

THENCE along the southeast line of said 5.052 acre tract, being the northwest line of the remainder of said 177.5 acre Gamble tract,, N59°43'07"E, a distance of 356.48 feet to a ½-inch iron rod found for the east corner of said 5.052 acre tract, being the south corner of a 5.583 acre tract of land described in a deed to Raul & Christine Ybarra and recorded in Volume 639, Page 893, DRCCTX, for an angle point in the northwest line of the remainder of said 177.5 acre Gamble tract and being an angle point in the northwest line of the herein described tract of land;

THENCE continuing along the southeast line of said J. George Survey, Abstract Number 118 and the northwest line of said 177.5 acre tract, N59°45'34"E, at a distance of 603.32 feet passing a ½-inch iron rod found for the east corner of said 5.583 acre tract, being the south corner of a 5.162 acre tract of land described in a deed to Pamala Francine Hunt and recorded in Volume 565, Page 474, DRCCTX; at a distance of 828.27 feet passing a ½-inch iron rod found for the east corner of said 5.162 acre tract, being the south corner of 5.090 acre tract of land described in a deed to Juan Carlos & Ramiro Ruvalcaba and recorded in Volume 306, Page 393, DRCCTX; at a distance of 1068.37 feet passing a ½-inch iron rod found for the east corner of said 5.090 acre tract, being the south corner of a 5.028 acre tract of land described in a deed to United Pentecostal Church and recorded in Volume 484, Page 135, DRCCTX; at a distance of 1328.42 feet passing a ½-inch iron rod found for the east corner of said 5.028 acre tract, being the south corner of said 2.000 acre Walker tract; and, in all, a total distance of 1564.29 feet to the **PLACE of BEGINNING** and containing 155.27 acres of land, more or less.

BEARING BASIS IS NAD83, TEXAS STATE PLANE COORDINATE SYSTEM,
TEXAS SOUTH CENTRAL ZONE 4.

Surveyed on the ground by:

John W. Tobin 10-08-2018
John W. Tobin, Texas RPLS 4422
Sept. 27, 2018



PETITION FOR CONSENT
TO THE ADDITION OF LAND INTO
CALDWELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

The undersigned (herein the "Petitioner"), holder of title to land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code and Chapter 54, Texas Water Code, respectfully requests the City Council of the City of Lockhart, Texas, for its written consent to the inclusion by annexation of land into Caldwell County Municipal Utility District No. 2 (the "District") and would respectfully show the following:

I.

The boundaries of the land to be included in the District are described on Exhibit "A" attached hereto (the "Land"). The Land is located within the extraterritorial jurisdiction of the City of Lockhart. The Land is located within Caldwell County.

II.

The undersigned Petitioner is the owner of title to all the Land as indicated by the tax rolls in Caldwell County. There are no residents on the Land. The Land is to be included into the boundaries of the District by annexation pursuant to, and in accordance with, Section 49.301, Texas Water Code.

III.

The general nature of the work to be done by the District at the present time within the Land is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District was created.

IV.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The Land will be developed as part of Clear Fork Ranch, a master planned residential subdivision. The Land will therefore experience substantial and sustained residential growth. The remainder

of Clear Fork Ranch is located within the boundaries of the District, which was created to make available the facilities and services required for development. There is not now available to the Land an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements, other than from the District. The District will not furnish services to the Land without annexation..

V.

A preliminary investigation has been instituted to determine the cost of development of the Land, and it is now estimated by Petitioner, from such information as it has at this time, that the ultimate costs of the development contemplated will be approximately \$9,994,000. The project will be financed by the issuance of bonds by the District.

VI.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting its consent to the inclusion of the Land described herein within the District.

RESPECTFULLY SUBMITTED, this 11th day of August, 2022.

[The remainder of this page intentionally left blank.]

PETITIONER:

PETITIONER:

JAKOVICH INTERESTS, LLC, a Texas limited liability company

By: 

Name: Jared Jakovich

Title: President

ACKNOWLEDGEMENT

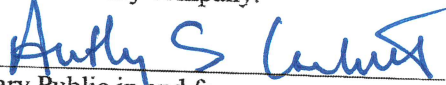
THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 11th day of August, 2022, by Jared Jakovich as President of JAKOVICH INTERESTS, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for
the State of Texas

(SEAL)

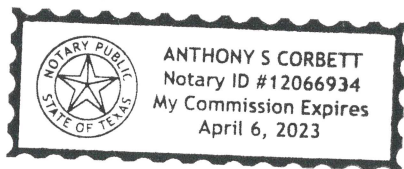


Exhibit "A"

Description of Land

PETITION FOR CONSENT
TO THE ADDITION OF LAND INTO
CALDWELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

The undersigned (herein the “Petitioner”), holder of title to land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code and Chapter 54, Texas Water Code, respectfully request the City Council of the City of Lockhart, Texas, for its written consent to the inclusion by annexation of land into Caldwell County Municipal Utility District No. 2 (the “District”) and would respectfully show the following:

I.

The boundaries of the land to be included in the District are described on **Exhibit “A”** attached hereto (the “Land”). The Land is located within the extraterritorial jurisdiction of the City of Lockhart. The Land is located within Caldwell County.

II.

The undersigned Petitioner is the owner of title to all the Land as indicated by the tax rolls in Caldwell County. There are no residents on the Land. The Land is to be included into the boundaries of the District by annexation pursuant to, and in accordance with, Section 49.301, Texas Water Code.

III.

The general nature of the work to be done by the District at the present time within the Land is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District was created.

IV.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The Land will be developed as part of Clear Fork Ranch, a master planned residential subdivision. The Land will therefore experience substantial and sustained residential growth. The remainder

of Clear Fork Ranch is located within the boundaries of the District, which was created to make available the facilities and services required for development. There is not now available to the Land an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements, other than from the District. The District will not furnish services to the Land without annexation.

V.

A preliminary investigation has been instituted to determine the cost of development of the Land, and it is now estimated by Petitioner, from such information as it has at this time, that the ultimate costs of the development contemplated will be approximately \$14,896,000. The project will be financed by the issuance of bonds by the District.

VI.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting its consent to the inclusion of the Land described herein within the District.

RESPECTFULLY SUBMITTED, this 12th day of August, 2022.

[The remainder of this page intentionally left blank.]

PHAU – LOCKHART 450, LLC, a Texas limited liability company

By:

Name: Nick McIntyre

Title: VP Land

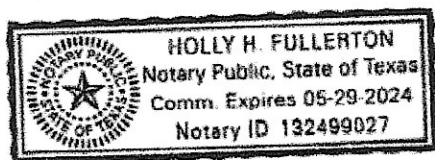
STATE OF TEXAS

www.wws

COUNTY OF Caldwell

This instrument was acknowledged before me on the 5 day of August, 2022, by Nick McIntyre, _____ of PH Land Holdings, LLC, a Texas limited liability company and Managing Member of PHAU – LOCKHART 450, LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)



Notary Public in and for the State of Texas

Exhibit “A”

Description of Land

**A METES AND BOUNDS
DESCRIPTION OF A
135.731 ACRE TRACT OF LAND**

BEING a 135.731 acre (5,912,451 square feet) tract of land situated in the J.B. Gray Survey, Abstract 116, Caldwell County, Texas; and being all of that certain 133.1 acre tract described in instrument to Clark R. and Anne J. William recorded in Document No. 122818 of the Official Public Records of Caldwell County; and being more particularly described as follows:

COMMENCING at a 2-inch metal post found on the northeasterly right of way line of County Road 108 (Borcher Loop) (width varies) marking the south corner of that certain 316.856 acre tract described in instrument to J & P Lockhart I, LP recorded in Document No. 2016-003049 of the Official Public Records of Caldwell County, and the western-most corner of that certain 59.289 acre tract described in instrument to Jay S. Cheek and Brenda A. Cheek, recorded in Volume 243, Page 830 of the Official Public Records of Caldwell County;

THENCE, along the said northeasterly right of way line of said County Road 108 the following three (3) courses and distances:

1. North 31°42'12" West, 831.96 feet to a 60D nail found at a wood post for corner;
2. North 31°09'41" West, 1784.12 feet to a railroad tie corner post found marking the **POINT OF BEGINNING** of herein described tract, the west corner of said 316.856 acre tract, and the south corner of said 133.1 acre tract;
3. North 31°45'04" West, 2080.69 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of State Highway 142 (width varies) marking the west corner of said 133.1 acre tract;

THENCE, along the said southeasterly right of way line of State Highway 142 the following four (4) courses and distances:

1. North 77°29'15" East, 403.50 feet to a brass disk in concrete (TxDOT Type 2 monument) found for corner;
2. North 77°35'36" East, 614.53 feet to a brass disk in concrete (TxDOT Type 2 monument) found for a point of curvature;
3. in a northeasterly direction, along a tangent curve to the left, a central angle of 16°47'34", a radius of 1979.86 feet, a chord bearing and distance of North 69°11'50" East, 578.20 feet, and a total arc length of 580.27 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of tangency;
4. North 60°48'03" East, 72.48 feet to a point for corner, on the southwesterly line of that certain 2.04 acre tract described in instrument to the State of Texas recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, and marking the southeast corner of that certain 1.148 acre tract (Part 2) described in instrument to the State of Texas recorded in Volume 111, Page 272 of the Official Public Records of Caldwell County, and from which a 1/2-inch iron rod (bent) found bears: South 48°25'08" East, 0.20 feet;

THENCE, along the southwesterly, southeasterly, and northeasterly lines of said 2.04 acre tract the following four (4) courses and distances:

1. South 48°25'08" East, 243.37 feet to a concrete monument (TxDOT Type 1) found marking the south corner of said 2.04 acre tract for corner;
2. North 61°06'51" East, 199.72 feet to a concrete monument (TxDOT Type 1) found marking the southeast corner of said 2.04 acre tract for corner;

3. North 11°21'22" East, 159.62 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set found marking the east corner of said 2.04 acre tract for corner;
4. North 65°23'10" West, 135.83 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of said State Highway 142 marking the southwest corner of that certain 1.553 acre tract (Part 1) described in aforesaid instrument to the State of Texas;

THENCE, along the said southeasterly right of way line of State Highway 142 the following three (3) courses and distances:

1. North 60°48'30" East, 73.56 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 30°17'19", a radius of 1839.85 feet, a chord bearing and distance of North 75°57'11" East, 961.33 feet, and a total arc length of 972.61 feet to a brass disk in concrete (TxDOT Type 2 monument) found at a point of tangency;
3. South 88°54'09" East, 1200.54 feet to a brass disk in concrete (TxDOT Type 2 monument) found marking the northeast corner of said 133.1 acre tract, and the northwest corner of that certain 55.627 acre tract described in instrument to Charles D. and Jane Spillmann recorded in Document No. 2016-004753 of the Official Public Records of Caldwell County;

THENCE, along the southwesterly, and northwesterly lines of said 55.627 acre tract the following three (3) courses and distances:

1. South 31°07'22" East, 708.49 feet to a wood post found marking the east corner of said 133.1 acre tract;
2. South 58°52'53" West, 114.97 feet to a 1/2-inch iron rod with plastic cap "UNREADABLE" found for corner;
3. South 55°23'01" West, 17.64 feet to a "T" post in rock mound found marking a westerly corner of said 55.627 acre tract;

THENCE, South 58°48'59" West, 3761.70 feet along the southeasterly line of said 133.1 acre tract, same being the northwesterly line of aforesaid 316.856 acre tract to the **POINT OF BEGINNING** and containing 135.731 acres of land in Caldwell County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Southcentral Zone (FIPS 4204) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

John G. Mosier
7-27-21

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding the scope of a new or updated comprehensive plan.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This item is the first step in the process to adopt a new or updated comprehensive plan for Lockhart. It consists primarily of a summary of the items to be addressed in the content of the plan. The attached sheets are slides from a PowerPoint presentation that will be shown at the Council meeting. It begins with background information about our current plan and how it has been used in the 22 years since it was adopted. Then, there is an outline of the major topics from the ten chapters of the current plan, with examples of issues addressed within each topic. The orange boxes contain suggested issues that could be included in a new plan that aren't covered in the current plan. Following the major topics from the current plan, there are three entirely new major topics or chapters listed that could also be included in the new plan. Finally, there is a summary of the typical major steps in the comprehensive planning process from establishing the scope (which is this agenda item) to final adoption of the new plan by the City Council. In addition to the PowerPoint presentation slides, there are two supplemental documents attached from other sources which provide an overview of comprehensive plans and the comprehensive planning process.

PROJECT SCHEDULE (if applicable): The project schedule is usually established by the planning consultant hired to prepare the plan, and is part of the consultant's scope of services in their contract. Based on the amount of time it took for the Lockhart 2020 Comprehensive Plan, it is estimated that the entire project may take approximately two years from when the consultant starts.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The proposed 2022-23 budget allocates \$100,000 for employing a professional planning consultant to prepare the comprehensive plan. It is expected that the process will take two years, and an estimated additional \$100,000 will be needed in the 2023-24 budget to fund the second year of the project.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: Staff previously provided the Council with some general recommendations from the Planning and Zoning Commission with regard to a potential update or replacement of the Lockhart 2020 Comprehensive Plan.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: This is intended as a discussion item for staff to receive feedback from the Council.

LIST OF SUPPORTING DOCUMENTS: Comprehensive plan scope presentation for 09-06-22 CC, Comprehensive Planning - supplement, Preparing for Comp Plan Process - supplement

Things to consider for a new



Comprehensive Plan

What about our current plan?

- ❖ The current ***Lockhart 2020 Comprehensive Plan*** was prepared by a consultant and adopted in 2000.
- ❖ The *Land Use Plan* and *Thoroughfare Plan* maps were updated, and a new *Sidewalk/Trail Plan* map was added, in-house in 2011.

❖ Additional studies that have been adopted as subsequent elements of the ***Lockhart 2020 Comprehensive Plan*** since 2000 include:

- Colorado Street Corridor Improvement Plan
- Sustainable Places Project
- Parks, Recreation, and Open Space Plan

❖ Examples of actions recommended by the ***Lockhart 2020 Comprehensive Plan*** that have been implemented since its adoption in 2000 include:

- Annexations
- Impact fees
- Driveway access ordinance
- Amendments to the zoning, subdivision, sign, and floodplain ordinances
- Target Industry Strategy Report - 2020
- Branding and Wayfinding
- Colorado Street widening, sidewalk, and drainage construction project
- Colorado Street railroad overpass
- New fire station
- Town Branch Creek trail
- Curb-side recycling

What has changed since 2000?

- ❖ The City's population has increased from 11,615 in 2000 to an estimated population of approximately 15,600 by the end of this year.
- ❖ Over 5,000 acres has been annexed into the city limits, with another 638 acres to be annexed soon due to the expiration of the 2007 annexation agreements for parcels south of State Park Road.
- ❖ SH 130 has been constructed.

What should be included in the plan?

❖ Introduction

- Organization/Contents of the plan
- General background information about the city
- Previous plans and studies
- Demographic and economic data – *current trends and future projections*

❖ Community Vision

- SWOT analysis – *strengths, weaknesses, opportunities, threats*
- Community issues – *urban pattern, infrastructure, municipal facilities and services, quality of life, community identity, implementation*
- Vision Statement
- Goals

What should be included in the plan?

❖ Land Use

- Existing land use inventory
- Future Land Use Plan
- Housing – *existing housing conditions, affordability, housing for elderly/disabled residents, housing rehabilitation*
- Annexation – *annexation history, annexation plan*

More diverse forms of housing

Workforce housing

Aging-in-place housing

❖ Transportation

- Existing street network – *traffic volumes, pavement conditions and widths, traffic control devices*
- Thoroughfare Plan – *street classifications and standards*
- Sidewalk/Trail Plan
- Airport
- Railroad
- Public Transportation

Public charging station
infrastructure for electric vehicles

Stations for urban air mobility
vehicles

What should be included in the plan?

❖ Community Facilities and Services

- Municipal buildings – *city hall, library, senior center, animal shelter, recycling center*
- Emergency services - *police, fire, EMS*
- Parks
- Cemetery

Indoor multipurpose conference and recreation center

Post-secondary education and career training

Hospital

City-wide public internet infrastructure

❖ Central Business District

- Existing conditions – *land use / zoning, traffic and pedestrian circulation/control, street/sidewalk/drainage conditions, parking, business occupancies*
- Appearance – *buildings, signage, lighting, landscaping*
- Courthouse / Historic District
- Central Business District Plan – *mixed uses, pedestrian orientation/accessibility, aesthetics*

What should be included in the plan?

❖ Water and Wastewater

- Existing water system – *usage, supply, treatment capacity and water quality, storage, distribution*
- Water System Plan - *use, supply, treatment, storage, distribution piping*
- Existing wastewater system – *flows, collection and lift stations, treatment capacity and effluent quality*
- Sewer System Plan – *capacity, collection piping and lift stations, treatment*

❖ Storm Drainage

- Drainage areas – *Boggy Creek, Town Branch Creek, Mebane Creek, Airport Branch, Water Plant Creek, Pecan Branch Creek, Clear Fork Creek Berry Branch*
- Design criteria – *streets and inlets, storm sewer pipe and culverts, unlined channels, lined channels*
- Regional stormwater detention facilities
- Proposed drainage improvements by drainage area

Additional drainage areas where annexations have extended beyond current areas

What should be included in the plan?

❖ Economic Development

- Recent economic development planning efforts
- Existing economic conditions – *household income, labor supply, major employers, industrial sites, utility rates, taxes, land and building development costs*
- Economic Development Plan and Implementation Strategy – *quality of life, business recruitment/expansion/retention, infrastructure, tourism, housing, communication, tax incentives, grants and loans*

❖ Implementation

- Continuing planning process and major updates
- Strategic Implementation Program – *goals, objectives, policies, statements of action*
- Codes and ordinances
- Municipal finance – *annual budget, operating revenues and expenditures, long-term outstanding debt, assessed valuation, capital improvement program*

What are some new topics?

❖ Health and Wellness

- Hospital
- Mental health care
- Access to nutritional food
- Fitness programs

❖ Sustainability and Resiliency

- Water and energy conservation and efficiency
- Climate change – *renewable energy, reduce greenhouse emissions*
- Green building – *recycled/reused materials, solar orientation*
- Urban agriculture – *home and community gardens, industrial farming*
- Disaster preparedness and recovery
- Threats to long-term safety/prosperity – *physical, economic, environmental quality*

What are some new topics?

❖ Arts, Culture, and Tourism

- Festivals
- Tours
- Art galleries
- Live theater
- Live music
- Destination restaurants
- Specialty retail
- Lodging

How do we get there?

1. Establish the desired scope of the plan
2. Hire a consultant for technical expertise
3. Community engagement throughout the process
 - Identify and involve stakeholders
 - Appoint a steering committee
 - Citizen surveys
 - Charrettes
 - Public forums
 - News releases and social media
4. Data collection, analysis, and forecasting
5. Set goals and objectives
6. Prepare draft plan
7. Review and revise draft plan
8. Steering Committee recommends final plan
9. Planning and Zoning Commission recommends final plan
10. City Council adopts final plan

Comprehensive Planning



Introduction

An old saying amongst those in the planning profession is that if you fail to plan, what you are in reality doing is planning to fail. Communities are always facing this dilemma. If the community you work, play, and live in does not have a plan for its future, what ultimately may happen is that the community will fail to adapt to change and to take advantage of opportunities.

The concept of comprehensive planning is very much related to the economic prosperity of communities. A comprehensive plan can be a tool for planning the future growth or decline of a local community. Most importantly, a comprehensive plan can be used to address the constant change and evolution of a community. Comprehensive plans are sometimes referred to as land use plans—they often deal with issues related to the appropriate uses of land. In many cases, comprehensive plans are prepared to address compatibility issues between various uses of land, management and preservation of natural resources, identification and preservation of historically significant lands and structures, and adequate planning for infrastructure needs. In other instances, comprehensive plans are utilized to address issues related to schools, recreation, and housing.

History of Comprehensive Planning

The issue of comprehensive planning in the United States has been addressed since the birth of the country. The original Williamsburg was one of the first highly successful products of an attempt to create a land use plan in the colonies. In 1699, Williamsburg was laid out under the most detailed piece of town-planning legislation adopted in the English colonies up to that point. Williamsburg reflected what is referred to as “axial planning,” which means that it is formal but not pompous.¹ Many argue that the modern phase of American city planning began with the Columbian Exposition of 1893. However, the modern era of planning for growth and development began in 1900, when several papers dealing with the beautification of government buildings were presented at an annual meeting of the American Institute of Architects in Washington, D.C. This meeting resulted in the appointment of a committee responsible for preparing a plan for the District of Columbia’s park system. In 1901 the final plan for the park system was completed, and it left an impression on many cities and villages throughout the country. Public improvement groups were established in these communities, and they began the work of applying the new gospel of planning. Early on, this planning process was referred to as the “City Beautiful Movement.” This movement established two aspects of the local comprehensive planning process that are still in use: (1) the professional consultant in the field of comprehensive land use planning, and (2) the planning commission, which is used in communities all across the country. The City Beautiful Movement was the beginning of what is more commonly referred to today as “Comprehensive Planning.”²

What Is a Comprehensive Plan?

Comprehensive planning is an attempt to establish guidelines for the future growth of a community. As the term “comprehensive” suggests, this is an all-inclusive approach to addressing the issue of a community’s future growth. A comprehensive plan is the formal document produced through this process. The document is official in nature, meaning that it is designed to be adopted into law by some form of local government. The document should then serve as a policy guide to decisions about community development.

According to William I. Goodman, a well-known author on the subject of comprehensive planning, the key principle in the concept of the comprehensive plan is that it is an instrument to be used by community leaders who establish the policies and make the decisions regarding physical development. According to Goodman, the plan document should fulfill six basic requirements:

1. It should be comprehensive.
2. It should be long-range.
3. It should be general.
4. It should focus on physical development.
5. It should relate physical design proposals to community goals and social and economic policies.
6. It should be a policy instrument first, and a technical instrument only second.³

Goodman goes on to say that the procedure for creating a comprehensive plan also has six basic requirements:

1. There should be only one official comprehensive plan.
2. The legislative body should formally adopt the plan.
3. There should be a lengthy period of public debate prior to adoption.
4. The plan should be available and understandable to the public.
5. The plan should be formulated to capitalize on its educational potential.⁴

What Is Included Within a Comprehensive Plan?

The elements of a comprehensive plan can vary from community to community. In most cases though, the plan consists of a study of existing conditions and a discussion of future trends, goals, and objectives. Land use patterns, housing conditions, population, roadways, and other infrastructure issues are usually the principle elements that are studied.

In some cases, educational facilities are reviewed along with recreational and other government facilities. Social service facilities may also be discussed. Comprehensive plans deal with the land-use-related issues relevant to each of these topics.

The Comprehensive Planning Process

A comprehensive plan should be a vision of what a community is to be in the future. The process of developing this plan should be a community-wide effort. All interest groups should play a part in delineating this vision. Specific goals and objectives should be developed along with a time frame for implementation. The contents of a comprehensive plan can vary from community to community, but in most cases, a plan should consist of the following elements:

1. land use (both existing and future),
2. demographics (existing and projected),
3. housing,
4. infrastructure,
5. education,
6. recreation, and
7. throughfares.

The first phase of the process consists of collecting all available data on these topics. A citizens' participation process should also be developed.

Getting Organized

Before any work begins on the comprehensive plan, a leader should be appointed to coordinate this project. A committee should also be appointed to provide direction to the person or persons held responsible for developing the plan. A popular scenario is for the county commissioners or village (city) council to appoint the committee and assign the task of leading the process to an administrative department head or consultant.

Data Collection

One of the first steps in the comprehensive planning process is to collect data on existing conditions. The data collected should relate to each of the elements that will make up the plan. For example, obtaining existing zoning maps or land use maps that have been developed in the past can be a starting point for reviewing current land use information. If this information is not available, it may be necessary to conduct a survey of the existing uses of land. A classification system identifying the various types of land use must then be developed. Typically, existing land uses can be identified as falling into three major categories: residential, commercial, or industrial. Additional categories can include recreation/open space, agricultural, and government. You can then break down each major category into other classifications. For example, you can have multi-family (meaning more than one unit) and single family as two classifications within the residential land-use category. The industrial land use category can be divided into heavy industrial classifications or light industrial classifications. Each parcel of land within the community should be classified and identified on a map with a specific classification.

If housing is an element of the comprehensive plan, data regarding existing housing in the community must be collected. Information pertaining to conditions, age, number of units, whether or not each unit has adequate plumbing and kitchen facilities, and whether the unit is owner- or renter-occupied could be relevant. Most of this data can be obtained from U.S. Census Bureau information. The Census Bureau can also provide data related to the demographics of the community population. However, a more detailed house-by-house survey may also be desired.

If the comprehensive plan is to include a study of transportation, then the community's existing roadway system should be evaluated. Reviewing existing maps of the community can initiate this process. A review of current transportation services can also be included as part of the transportation element.

Various methods for collecting data can be used. The best approaches vary depending on what elements are to be included in the comprehensive plan. It is important to remember that most information needed for planning is already available through a number of sources.

Analyzing Data

Once the data has been collected, the next step in the comprehensive planning process is to analyze it. The coordinator and committee should take time to study data provided for each of the planning categories. The data should be analyzed for trends or other significant considerations. Upon thorough review and analysis, the next step in the process is to come up with goals and objectives.

Goal Setting

The comprehensive plan should conclude with a set of recommendations established by the committee. The recommendations should be presented in the form of goals and objectives. The objectives should consist of strategies for addressing each of the main goals.

Citizen Participation

Throughout the entire comprehensive planning process, citizen input should be obtained. After all, the comprehensive plan is a document for the community. The citizens of the community should have a say regarding the future of their community. There are a number of ways to obtain citizen input:

1. Hold a series of open forums or public meetings to obtain public comment.
2. Distribute news releases explaining what is being worked on and inviting written comments.
3. Include a citizen survey as part of the comprehensive planning process and incorporate the results into the body of the plan.

Citizen input helps to determine the goals and objectives of the plan.

Conclusion

In 1972 President Nixon appointed a Citizens' Advisory Committee on Environmental Quality. This committee established a task force to study land use and urban growth. The task force consisted of prominent people, including Lawrence S. Rockefeller from the famous Rockefeller family and Mayor Pete Wilson of San Diego, California. Other appointees were experts from the academic, legal, banking, land development, and conservation communities specializing in different areas. A nine-month study was funded by a grant from the Rockefeller Brothers Fund, and it led to the publication of a report entitled *The Use of Land: A Citizen's Policy Guide to Urban Growth*. A major conclusion of this study was that land is a basic resource on which human activity ultimately depends. Comprehensive planning is a tool for determining how to use this resource.

Where To Get More Information About Comprehensive Land-Use Planning

American Planning Association, 122 South Michigan Avenue, Suite 1600, Chicago, IL 60603, phone 312-431-9100, fax 312-431-9985. www.planning.org

How Will America Grow? A Citizen Guide to Land-Use Planning. 1976. Washington, DC: Citizens Advisory Committee on Environmental Quality.

Illinois Association of Regional Councils, 500 East Capitol Avenue, PO Box 1093, Springfield, IL 62705-1093, phone 217-525-7431, fax 217-525-7438.

Ohio Planning Conference, 129 South Third Street, Suite 510, Columbus, OH 43125-7100, 614-221-4349.

Ohio State University Extension, Community Development, 700 Ackerman Road, Suite 235, Columbus, OH 43202-1578, phone 614-292-8436.

The Practice of Local Government Planning. 2nd ed. 1988. Frank S. So and Judith Getzels, eds. Chicago, Ill.: International City/County Management Association.

Principles and Practices of Urban Planning. 1968. William I. Goodman, ed., and Eric C. Fruend, assoc. ed. Chicago, Ill.: International City Managers Association.

The Small Town Planning Handbook. 2nd ed. 1995. Thomas L. Daniels, John W. Keller, and Mark B. Lapping. Chicago, Ill.: American Planning Association Press.

References

1. William I. Goodman, ed., and Eric C. Fruend, assoc. ed. 1968. *Principles and Practices of Urban Planning*. Chicago, Ill.: International City Managers Association, p.1.

2-4. Ibid.

This material written by John B. Conglose, Community Economic Development Agent, Huron County, Ohio, Ohio State University Extension. Reprinted as part of a multi-state effort to improve land use education.

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“The beginning is the most important part of the work.”

— Plato, *The Republic*

Preparing for the Comprehensive Planning Process

Mike Koles

Local governments across Wisconsin are beginning to use the comprehensive plan as a tool to guide their community's future. The Wisconsin legislature supports these efforts as evidenced by the new comprehensive planning law and associated grant program (see *Key Points about Wisconsin's New Comprehensive Planning and "Smart Growth" Law* (G3750)). The comprehensive plan is often looked upon as a road map that can foster the achievement of community goals. The process of developing and then implementing a plan is however, complex, and involves many different actors, as well as using community resources and creating discussion on potentially divisive issues. To undertake a well-organized, efficient and civil planning process that produces an effective, consensus-based comprehensive plan, many communities address planning by first

“planning for the plan.” This publication introduces the concept of pre-planning and includes a worksheet with common questions that a community can use as a tool to prepare for planning.

Why should communities “prepare to plan”?

One purpose of preparing to plan is to develop initial agreement among key stakeholders about the overall planning effort. This includes defining the purpose of the effort, the main steps in the process, and designing a system to involve citizens and develop community ownership of the effort. The support and commitment of stakeholders are critical if comprehensive planning is to succeed.

In addition to developing support from key leaders, preparing to plan helps a community clearly agree upon several critical decision points from the beginning of the process including:

- Why the community needs to plan
- General topics the plan should address
- Who should be involved in the effort
- Issues the community needs to learn more about
- Planning process steps and timeline



Properly preparing helps assure that planning is the correct tool for the community to use and that the tool is used effectively and efficiently. Without preparation, a community might be trying to fit a square peg into a round hole. Not only does this waste time, but the community will be unsuccessful in achieving its goals.

Additionally, agreeing on the reasons for developing a comprehensive plan helps build community support for the planning effort from the beginning. Without a broad consensus, citizens might look on the planning effort as something that happened in a smoke-filled room in the back of the courthouse.

Often the first step in developing a public participation plan is to agree upon the entity that will guide the planning process. This could be one body or a mixture of the local government, planning commission, planning department, citizen's advisory committee or private planning consultants. In addition to identifying the planning entity, the roles of other stakeholders can be defined. For example, a citizen's advisory committee might direct the process, while the planning department or professional planner collects and analyzes data. Also, a chair and secretary of the process are often identified.

"The governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation..."

—Wisconsin's Comprehensive Planning Law, Wisconsin Act 9

Preparing to plan components

Preparing for the planning process can be achieved by having a group of community leaders address a series of questions. The questions can be broken into four primary categories:

1. Purpose of planning
2. Stakeholder analysis
3. Educational need
4. Planning process

Purpose of planning

Communities often first identify why they want to develop a comprehensive plan and the topics that need to be addressed in the process. By addressing these points, the community can identify whether or not it really needs planning. Often a community will find that it does not need to develop a full-blown comprehensive plan, but instead can simply adjust an existing one (possibly to meet legal requirements) or develop a specific approach to address an issue. For example, if algae blooms are the problem, maybe an educational program rather than a comprehensive plan is the cure.

Questions to ask when identifying the purpose:

- What is our comprehensive planning history?
- What is the purpose of the planning effort?
- What are some broad topics that should be addressed in the plan?
- Will a plan help us address our needs?

Stakeholder analysis

Another initial discussion should revolve around identifying who to involve in the planning effort and how and when they should be involved. These individuals, groups or organizations are often referred to as stakeholders or, anyone who can be affected by or can affect the comprehensive plan or its implementation. Without broad participation, it is difficult to develop a quality plan that is relevant to and supported by the community and its leaders. Wisconsin's comprehensive planning law recognizes the importance of stakeholder involvement and requires that communities adopt written procedures designed to foster public participation.

Questions to ask about stakeholders

- Who are the stakeholders that should be involved in the planning process?
- How will we involve stakeholders in the planning process?
- Who will lead the planning process?
- Who will post meeting notices, take meeting minutes, attendance, etc.?
- When do certain stakeholders need to be involved?
- How do we go about choosing and hiring a planning consultant?

Educational need

An integral portion of the planning process involves educating the community. A community cannot effectively plan without knowing where it has been, how it got there and where it could be heading. Comprehensive planning involves deciphering the integrated mix of ingredients that make up a community; for example, the relationship between transportation and local development trends, or forest cover and wildlife health. These are just a few of the myriad of connections that must be thoroughly understood to develop and implement an effective plan. As a community prepares, it should identify topics it needs to learn about and better understand in order to develop the most effective comprehensive plan.

Questions to ask about educational needs

- What do we need to learn about each topic that will be addressed in the plan?
- What are some citizen participation tools that we can use to involve the public?

Coordinating the planning process

Planning process logistics are often charted during the preparation step. This might include constructing a timeline that identifies what will be accomplished when, essentially serving as a road map to success. It involves ironing out some details. For example, a citizen's advisory or other local planning committee will have to make difficult decisions. During the pre-planning process, the committee might ask some of the following questions:

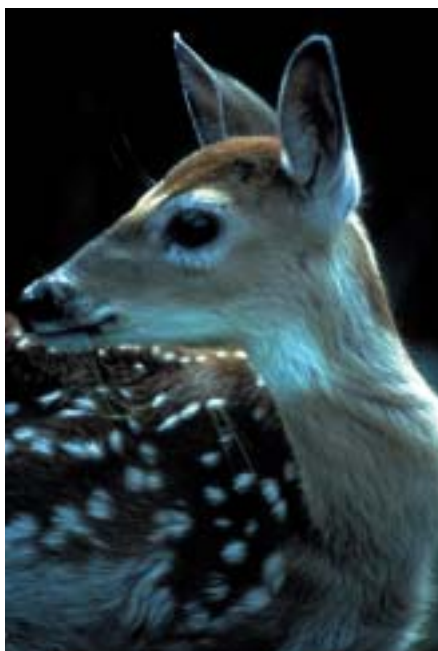
- How will the committee make decisions? (Consensus? Voting?)
- Will all members vote? Who can vote?
- On what will decisions be based (data, personal values, politics, etc.)?
- Are there any rules of conduct the committee should follow?
- Do members have to attend a certain number of meetings to be eligible to vote?
- How often does the committee want to meet? When? How long?

Identifying these simple details will make the process much smoother and more efficient.

Three steps to preparation

Preparing to plan is typically a three-step process.

1. The first step involves developing, a rudimentary understanding of comprehensive planning, Wisconsin's Comprehensive Planning Law and the preparation phase itself. Local planning agencies, regional planning commissions and University of Wisconsin–Extension educators can assist communities throughout the initial learning phase.
2. The second step involves actually developing a “plan to plan.” This is normally accomplished with a small group of people who will provide leadership to the planning process. Plan commissions, town, county and village boards, city councils, or even a group of interested citizens often perform this task.
3. The final step involves presenting a draft “plan to plan” to stakeholders who will be involved in the planning process. This helps develop buy-in and allows for any needed amendments to be made. For example, dates or times are often changed to accommodate certain stakeholders or participants may volunteer to perform specified roles, such as committee secretary or newsletter editor.



Pre-planning process

Step 1 ➡

Basic understanding of comprehensive planning

Step 2 ➡

Developing a pre-plan

Step 3

Present draft “plan-to-plan” to stakeholders

Summary

Comprehensive planning is complex, involves many actors, uses community resources, involves discussion regarding potentially divisive issues, and may take place over the course of several years. Entering into such a process is not being taken lightly by many Wisconsin communities, and as a result they are beginning the process by planning to plan. Without a map of the planning process, the road to success may be inordinately long and bumpy.

References

1. Bryson, J. M. (1995). Strategic planning for public and nonprofit organizations: A guide to strengthening and sustaining organizational achievement. Jossey Bass Publishers, San Francisco.
2. Bunnell, G. (1997). *To Produce an Effective Plan You Need a Plan for Planning*. UW-Madison Department of Urban and Regional Planning, Extension Report 97-2.
3. Kelly, E. D. and E. Becker. (2000). Community planning: An introduction to the comprehensive plan. Island Press, Washington, D.C.
4. Koles, M. J. (1998). An integrated environmental management case study: The Upper Sugar River watershed initiative. *Journal of Regional Analysis and Policy*.

Author: Mike Koles is a University of Wisconsin–Extension community resource development educator located in Winnebago County. Photo by Doug Moore.

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Preparing for the Comprehensive Planning Process (G3747)

I-10-01-2M-300

UW
Extension

Pre-planning worksheet

1. What is the purpose of the planning effort?

2. What are some broad topics that should be addressed in the plan?¹

3. Will a plan help us address our needs?

4. Who are the stakeholders that should be involved in the process?

5. How will we involve stakeholders?²

6. What will be the role of each stakeholder? When will each be involved?

¹ Wisconsin's Comprehensive Planning Law clearly identifies some general topics that need to be addressed by the comprehensive plan. These are commonly referred to as the "nine elements." The nine elements provide an effective guide for discussion regarding this question.

² Wisconsin's Comprehensive Planning Law requires that: "The governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation..." This essentially means that a public participation plan must be adopted. When discussing this issue, it is important that the significance of citizen participation and the variety of tools available to foster participation is clearly understood. A separate educational session on public participation may be necessary.

7. Who will provide technical assistance to develop the comprehensive plan? Does the community have the skills or will it need to hire a planning consultant?³

8. Who will chair the planning process, perform secretarial duties, etc.?

9. What policies will we use to make decisions?

10.What are committee conduct rules?

11.How often do we want to meet? How long? Do we want to have set dates? Times?

12.What are the community's educational needs with regard to comprehensive planning (information on plan topics, data, trends)?

³ If the community intends to hire a planning consultant, an additional topic that should be addressed is how the consultant will be hired (e.g., request for qualifications, request for proposal).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding Aeronautical Minimum Standards for Commercial and Non-Commercial Operators at the Lockhart Municipal Airport.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Municipal Airport currently does not have adopted comprehensive minimum standards for commercial and non-commercial operations. Airport standards set forth the minimum requirements for individuals or entities wishing to provide aeronautical services to the public on a publicly-used airport. They must meet the minimum standards to provide those services. The minimum standards would be used to regulate conduct at the airport and specify provisions that will be included in the airport leases, permits or concession agreements, and apply uniformly to all persons operating at the airport.

Established minimum standards provide a host of benefits to municipal airports, such as:

- Safe operating environments
- Higher quality of services for the public
- Airport sponsors can avoid conflicts and political entanglements
- Orderly and efficient development of the airport and its services
- Helps maintain compliance with Federal Grant Assurances
- Protects the airport sponsor by ensuring services provided maintain a minimum level of insurance coverage

The proposed minimum standards provide the following:

- Ensures compliance with all Federal, State, and local laws, including building and applicable zoning codes
- Fixed-Based Operator (FBO) Building sizes (Minimum of 2,000 SF)
- Hours of operation requirements for fueling(7 days a week, 9/hr day minimum)
- Equipment required for operations (fueling, etc.)
- Insurance requirements that meet FAA standards
- Establishes an Airport Business Permit Application process that includes qualifications, consistency with the Municipal Airport Layout Plan, submission of a business plan and inclusion of a financial package that demonstrates the capital necessary to provide desired operations
- Establishes guidelines for operating specific businesses such as sales, mechanics, rental services, charter services, aerial applicators, and washing services

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- Maintenance duties of each lessee (mowing, debris removal and free of hazards)
- Creates uniform leasing practices
- Requires the commencement of construction on land leases to begin within one year of lease and completion of the minimum improvements to be completed within one year after construction commences
- Protects the airport sponsor by ensuring services provided maintain a minimum level of insurance coverage

All new contracts will be written to the standards applicable at the time. If a new contract gives an economic advantage to a new FBO, the City may renegotiate its contract with the disadvantaged FBO. Existing Lease agreements will remain in place as described in their current lease agreement, no modification will be required on existing FBO's and land leases.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart Airport Advisory Board unanimously recommended adopting the Lockhart Municipal Airport Minimum Standards at the August 23rd Airport Advisory Board Meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of the presented Lockhart Municipal Airport Minimum Standards.

LIST OF SUPPORTING DOCUMENTS: Lockhart Municipal Airport Standards Clean, Airport Business Application



Lockhart Municipal Airport
Minimum Standards

Minimum Standards

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Appendix A Business Application

DEFINITIONS

Accident: A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

Advisory Board: City appointed board that makes recommendations to the City pertaining to Airport related matters.

Advisory Circular (AC): FAA publications consisting of all non- regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

Aeronautical Activity: Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft Sale of aircraft parts Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non- aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In- flight food catering
- Barber shops
- Auto parking lots

Air Traffic: Aircraft in operation anywhere in the air or, when under their own power, on the ground.

Aircraft: Means any device intended to fly in the air.

Aircraft Charter and Air Taxi Services: An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on a basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

Aircraft Fuel: Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

Aircraft Operator: Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

Airport Layout Plan (ALP): An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed nonaviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

Airport Master Plan (AMP): Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a written report.

Airport Owner: The Airport Owner is the City of Lockhart.

Airport Rates and Charges: A schedule of fees approved by the City payable by users and Operators at the Airport.

Airport Tenant: A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

Airside: The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to an Airport surface such as runways, taxiways, or aprons.

Airspace: Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

Air Traffic Pattern: The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Apron: A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

Avionics, Instruments or Propeller Repair Services: A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

AWOS (Automated Weather Observation System): AWOS is a fully configurable airport weather system that provides continuous, real-time information and reports on weather conditions. This information includes barometric pressure, wind speed and wind gusts, temperature and dew point, visibility, sky condition, precipitation, thunderstorms, freezing rain and runway surface conditions.

Based Aircraft: Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

Building: Main portion of a structure, all projections, or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves, and porches.

Building Area: An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

City: The City of Lockhart, Texas and Owner of the Lockhart Municipal Airport.

Commercial Operator: Person who provides goods or services at the Airport for compensation. Such activities are deemed " Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non- profit, charitable, or tax exempt.

FAA: Federal Aviation Administration.

FAR: Federal Aviation Regulations.

Fixed Based Operator (FBO): A commercial business granted the right by the City to operate on the Airport and provide aircraft fueling and line service along with other aeronautical services such as hangaring, tie-down, parking, aircraft rental, aircraft maintenance, and flight instruction.

Flagging and/or Hawking: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). " Flagging" and/ or "Hawking" is Prohibited on the Lockhart Municipal Airport.

Flying Club: An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel Flowage Fees: Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

Hangar: Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

Hazardous Material: Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, agency or instrumentality of the United States, the State of Texas, or any political subdivision thereof.

Improvements: All buildings, structures, and facilities, including pavement, fencing, signs, and landscaping, constructed, installed, or placed on, under or above any leased area by or with the concurrence of a lessee.

Landing Area: Any locality, either on land or water, including Airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

Landside: The general public common use areas of the Airport such as public roadways, parking lots and buildings.

Lease: A written agreement between the City and a person granting permission to use Airport land and/or buildings, and/ or authorizing the conduct of specified activities.

Line Service: The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

Non-Commercial Operators: A person or entity that neither offers nor provides goods or services to the public for compensation.

Operator: Any person conducting Aeronautical Activity at the Airport.

PAPI (Precision Approach Path Indicators): The PAPI system primarily assists by providing visual glide slope guidance in non- precision approaches environment. These systems have an effective visual range of at least 3 miles during the day and up to 20 miles at night.

Ramp: Paved area suitable for aircraft parking.

Repair Facility: Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments, and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

Roadway: Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not. **Runway:** Segments of land at the Airport prepared and marked for use by aircraft in taking- off and landing.

Specialized Aviation Services Operator (SASO): A person offering one of more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft/Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services
5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services
8. Specialized Commercial Flying Services
9. Aerial Applicators
10. Mobile Aircraft Washing Services
11. Mobile Aircraft Maintenance and Repair Services

SASOs are not authorized to offer aircraft fueling.

Specialized Commercial Flying Services: A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

1. Non- stop sightseeing flights that begin and end at the same Airport.
2. Aerial advertising
3. Aerial photography or survey
4. Power line or pipeline patrol
5. Fire fighting
6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation Regulations

Sublease: Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

Taxilane: Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway: Defined path established for the taxiing of aircraft from one part of the Airport to another.

Taxiway Safety Area: A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

Terminal Apron: The paved or surface-treated area adjacent to the terminal building reserved for used by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month-to- month parking.

Terminal: Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, and conference area.

Tie- Down: Area within an open- air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

Transient Aircraft: Aircraft that is not a Based Aircraft at the Airport.

T- Hangar: An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

SECTION 1

GENERAL STANDARDS

Section 1 **General Standards**

The following Minimum Standards for Commercial and Non- Commercial Operators at the Lockhart Municipal Airport (" Minimum Standards") have been adopted by the City of Lockhart City Council for the Lockhart Municipal Airport ("Airport"). The definitions used in this document are located before Section 1. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

1. The Airport Owner retains the right and/or obligation to do the following:

- A.** Perform any or all of the functions of an FBO. If so inclined, the Airport Owner may retain a proprietary right to offer any or all FBO services and/ or products and allow no FBO to offer the same services or products at the airport.
- B.** Enter into contracts with other FBO's to operate similar or competitive businesses at the Airport without regard to the wishes or desires of existing FBOs. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the Airport Owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.
- C.** Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the Airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
- D.** Maintain the Airport in a safe and serviceable condition.
- E.** Collect all fees for the use of the Airport; these fees include lease hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The Airport Owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
- F.** Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.
- G.** Impound any personal property, tools, furniture, aircraft (excluding transient aircraft not owned by the lessee), or equipment located on the leased property and hold or liquidate such until all fees and taxes due the Airport Owner are paid, subject to a court judgment.
- H.** Reserve the right to take any actions necessary to protect the safety and usability of the Airport and the approach surfaces to all runway ends.

2. Payment and Fees

A) Service Charge - An FBO must pay all responsible rentals, fees, or charges in a timely manner. The Airport Owner retains the right to assess a service charge for any late payments due to the Owner.

B) Bond - An FBO must show proof of financial responsibility or be properly bonded with the Airport Owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

C) Utilities - An FBO must arrange for water and wastewater, gas, electricity, telephone, and any other utilities it uses on the Airport and pay all responsible charges in a timely manner throughout the term of the lease.

D) Taxes - An FBO will pay all responsible taxes in a timely manner.

E) Other Bills - An FBO will pay all responsible bills in a timely manner.

3. Implementation Official.

The City Manager or his designee shall enforce the Minimum Standards.

4. Airport Open on Nondiscriminatory Basis.

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory basis. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

5. Hangar Space.

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

6. Compliance with laws and Health, Fire, Construction, and Zoning Codes.

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction at the Airport shall comply with all generally applicable building codes adopted by the City.

7. Inspections. To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the City Manager or his designee, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

8. Surface Vehicles, Limits on Weight.

No vehicle with dual-wheeled axle loadings of more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

9. Civil Rights.

Persons using this Airport shall comply with all provisions of applicable civil rights laws and regulations, as said laws and regulations may be amended periodically, including but not limited to the Civil Rights Act of 1964 and Title 49 C. F. R. § 21. 1 et seq. implementing Part 21 NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 of the Regulations of the U. S. Department of Transportation.

10. Surface Vehicles on Airport.

Except to the extent needed to service or load aircraft or to access hangars, no private or commercial vehicle shall be driven or parked on any area other than designated roads or automobile parking areas.

11. Complaints.

Complaints against any Aircraft Operator, Owner, or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the City Manager's office.

12. Use of Land within the Airport.

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if: A) the primary Aeronautical Activity is not interfered with; B) it is not in violation of FAA regulations; C) is specifically authorized by the City; and D) if such secondary use will benefit the Airport or provide better for its maintenance or development.

13. Living Quarters.

No person may establish permanent living quarters on Airport property. The City may grant an exception for "Emergency Response" personnel.

14. Taxiway Access.

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator's premises.

15. License, Certificates, and Authorizations.

Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

A) Rights under a license, authorization, or contract granted by the City are not exclusive rights.

B) The City may terminate a license, permit or agreement after giving written notice of default if the recipient fails to cure its default within sixty (60) days, or such other time as may be specified in the

license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 4. The City may terminate the lease, license, permit or agreement upon fourteen (14) days' written notice if the Licensee fails to maintain the required insurance.

C) No improvements or modifications to Airport property may be made without the prior written consent of the City.

D) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written approval of the City.

16. Solicitation and Conduct

A) An FBO will not engage in the solicitation of its fueling or other services on or about the Airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the Airport Owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.

B) An FBO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the Airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved, or which would be incompatible with the best interest of the public of the Airport. The Airport Owner has the right to resolve all such disputes, disagreements, or conflicts and the Airport Owner's determination will be binding upon all FBO's operating at the Airport.

17. Rules

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, International Fire Code, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil.

SECTION 2

CONDUCTING BUSINESS AT THE AIRPORT

Section 2 Conducting Business at the Airport

1. Conducting Business at the Airport.

All Commercial Operators must obtain a permit, license, lease, or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

2. Requirements of all Commercial Operators.

Each Commercial Operator shall:

- A) Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.
- B) Maintain insurance as required by the Minimum Standards.
- C) Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set and agreed to in the land lease. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.
- D) Control the conduct and demeanor of its personnel, subtenants, licensees, and invitees.
- E) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection systems, sprinkler system, alarm system or fire hydrant and hoses.
- F) Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state, and local guidelines.
- G) Meet all requirements outlined in the City of Lockhart's Code of Ordinances, Construction Standards, and Storm Drain and Flood Control requirements.
- H) An Operator may not utilize space or land leased to another without permission from Lessee.

3. Multiple Activities by One Commercial Operator.

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety, and welfare, shall control as determined by the Airport Owner.

4. Activities not Covered by Minimum Standards.

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

5. Waiver or Modification of Standards.

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non- profit public services, emergency response, fire protection or fire-fighting operations.

6. Airport Business Permit Application Process.

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application (Appendix "A", subject to periodic revisions) and receive approval from the City. The application can be obtained from the Public Works Department of the City of Lockhart. In addition to the following requirements, the City may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

- A) A detailed description of the scope of the intended operations, including all services to be offered.
- B) The amount of land, office space, and/ or aircraft storage areas required for the operation.
- C) A detailed description of any improvements or modifications to be constructed or made to Airport property.
- D) The proposed hours of operation.
- E) A copy of a current lease/sublease or other agreement with the City or an Airport tenant.
- F) Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

The completed application and documentation shall be submitted to:

Mailing address:

City of Lockhart

Public Works Department

P. O. Box 239

Lockhart, TX 78644

Physical address:

City of Lockhart

Public Works Department

308 W. San Antonio Street

Lockhart, Tx 78644

7. Application Processing.

The City shall review fully completed and submitted applications within sixty (60) days of submission. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

- A) The applicant does not meet the qualifications and standards set forth in the Minimum Standards.
- B) The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.
- C) No appropriate space or land is available to accommodate the proposed activities.

D) The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.

E) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.

F) The applicant or any of its principals has a history of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards. The applicant must inform the City of any newly added partners. These partners as subject to all provisions of the minimum standards.

G) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 2, Conducting Business on the Airport. I) Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

SECTION 3

COMMERCIAL OPERATIONS

Section 3 **Commercial Operations**

1. General

Prior to operation a Fixed- Base Operator (FBO) or Specialized Aviation Services Operation (SASO), an application must be filed, and approval must be granted by the City.

2. Fueling

Only an approved FBO may sell aviation fuel to the public pursuant to an approved fuel license. Private fuel storage facilities are not permitted on the Lockhart Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: (1) obtains written permission from the City after demonstrating compliance with all applicable entities, regulatory agencies and is compliance with AC- 150/ 519016; (2) obtains written permission from the City Fire Marshal; and (3) provides written evidence of insurance covering such activity and complying with Section 5.

3. Fixed- Base Operator (FBO)

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of Section 2, Paragraph 2, an FBO must meet and maintain the following requirements:

A) Land and Facility Requirements. An FBO must have a lease and facility meeting the following requirements:

- 1) Terminal Building: An FBO must have use of a tenant developed Terminal building (non- hangar space) consisting of at least 2, 000 square feet with a minimum of at least 1, 000 square feet dedicated to customer service and support functions.
- 2) The Terminal Building may be attached to the Hangar Facility.

B) FBO Services An FBO must provide the following services:

1) Hours of Operations

An FBO must provide Jet A and/or Avgas for aircraft fueling and line services seven (7) days per week, from 7: 00 AM until at least 7: 00 PM. An FBO shall also be on-call twenty-four (24) hours per day with afterhours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in Section 3. 24- hour contact information must be posted on- site and provided to the City of Lockhart Public Works Department.

2) Aviation fueling

a) In accordance with local, state, and federal requirements, the FBO shall comply with the latest adopted edition of the International Fire Code (IFC) as published by the International Code Council (ICC) and as amended by local ordinance. Additionally, the FBO shall comply with the NFPA 407 Standard for Aircraft Fuel Servicing Latest Edition as published by the National Fire Protection Association and is unamended. Lastly, the FBO

shall comply with FAA Advisory Circular 150/ 5230-4B, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

b) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling vehicle. All Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2, 000 gallons. Avgas refueling vehicle shall have a minimum capacity of 300 gallons, if applicable. An FBO shall arrange for back- up refueling vehicles with the same capabilities and minimum capacities). All equipment must be inspected and approved by the City prior to its use for Airport purposes. The metering devices shall be annually checked, inspected, and certified by appropriate state agencies. The City may inspect such periodically to ensure equipment compliance with all standards.

c) The FBO shall require all of its fuel- handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, the City, TxDOT, and FAA may periodically inspect the FBO' s activities and personnel to ensure adherence to safe practices.

d) The FBO shall develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the City. The SOP shall include a plan of action in case of a fuel spill. Any changes or updates to the SOP must be immediately communicated to the City of Lockhart Public Works Department. All fuel trucks/equipment shall meet all applicable local, state, and federal codes and be approved for use by the local Fire Marshal and City Manager or his designee and meet the requirements of the latest edition of the National Fire Protection Association Standard, 407 — Standard for Airport Fuel Servicing, ", published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.

e) All mobile fuel trucks must be parked on a paved surface.

3) Aircraft line services

a) The FBO shall employ and have on duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft services and related customer services and support.

b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.

c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.

d) The FBO shall maintain the tools and necessary supplies for the servicing of aircraft types expected to use the Airport.

4) Concierge Services

The FBO must have:

a) Available a minimum of one (1) courtesy car for customer services and support.

b) Provide public access to WIFI.

c) A pilot and passenger lounge with restrooms, water and/ or coffee or other drinks that may be provided complimentary or for sale.

C) Subcontracting Services, Subleasing; Restrictions

1) The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and, in such areas, as are approved by the Airport Management. The subcontractor must be based on the Airport.

2) The FBO shall not sublease, permit, or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

D) General Requirements

The FBO is required to perform the following functions or abide by the following rules:

1) Make its business open to all forms and classes of Aeronautical Activity.

2) Obtain approval from the City before reducing any services included in the FBO's agreement with the City.

3) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.

4) Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.

5) Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their locations.

6) The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

E) Fees to Include Fuel Flowage Fees

1) The FBO shall pay the Airport Fuel Flowage Fees on all fuel, Jet A, Vehicle, Diesel, etc. dispensed on Airport property.

4. Specialized Aviation Services Operator (SASO)

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of Conducting Business at the Airport, Section 6, a SASO must meet the following requirements:

A) General Requirements

A SASO must meet the following general requirements and all requirements in Commercial Operations Sections 5 thru 15 specific to each activity the SASO will conduct:

1) The entity must have:

- a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of twelve (12) months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City Council.
- b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO. The sub-lessee SASO shall meet all the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

2) A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

- a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.
- b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.
- c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the

Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.

d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the needs of the operations proposed.

5. Aircraft Sales

All SASOs conducting Aircraft Sales must meet the following additional requirements:

A. If dealing in Aircraft, maintain an approved aircraft dealer's certificate from the FAA (if selling more than two (2) aircraft per year).

B. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

6. Airframe, Engine and Accessory Maintenance and Repair Services

All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

B. Employ and have on duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.

C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities unless the activity needs to be done outside of a hangar. Specific lease agreement and/ or fire codes shall determine what hangars and other structures shall be approved for aircraft Maintenance and Repairs.

D. Hangar space shall be leased for such SASOs operations.

E. All maintenance and or repair services shall comply with the 2015 Edition of the International Fire Code (IFC) and applicable National Fire Protection Association (NFPA) Standards latest editions to include but not limited to NFPA 409 Standard for Aircraft Hangars, NFPA 410 Standard on Aircraft Maintenance.

7. Aircraft Leasing or Rental Services

All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements: A. Maintain all required FAA licenses, if required.

8. Flight Training Services

All SASOs conducting flight training services must:

A. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

9. Avionics, Instruments or Propeller Repair Services

All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair service and/ or install.

B. Employ and have on duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.

C. Conduct operations or business activities only inside hangars or other structures designed for such functions, unless the activity needs to be done outside of a hangar.

10. Aircraft Charter and Air Taxi Services

All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

A. Have current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

B. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

11. Hangar Leasing Services

All SASOs conducting Hangar Leasing Services must:

A. Lease sufficient land to accommodate the proposed number of hangars and/ or T- Hangars based on the following:

1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T-Hangars.

B. Register with the City the Aircraft based at the Airport stored within the Operator's Hangars or T-Hangars.

12. Specialized Commercial Flying Services

All SASOs conducting Specialized Commercial Flying Services must:

A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

13. Aerial Applicators

No person may use the Airport for loading, unloading, airframe/ hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains a SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such

aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Lockhart and Caldwell County.

14. Mobile Aircraft Washing Services

Aircraft washing is restricted to designated wash rack areas and/ or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

A. Obtain approval of an Aircraft Washing Plan that contains the following information:

1. Name of individual/ company conducting washing services, contact name and phone number.
2. A site map of the area in which washing will occur. The site map must contain the following:
 - a) An outline of the washing location to include location of runoff control structures.
 - b) Approximate distance (in feet) from washing area to nearest drain(s).
 - c) Reference to buildings, terminal, roads, etc.
 - d) North arrow.

B. A detailed description of washing method/ operation, including the following details:

1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).
2. Amount of water used per wash and frequency of operation.
3. Name, amount of chemical(s) used per wash.
4. If "dry" washing or washing/ coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).

C. Safety data sheets (SDS) for all chemicals to be used.

D. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property, the following steps must be taken:

1. Disposal of wash/wastewater must be done through an oil/water interceptor into the sanitary sewer system; and
2. Approval for the discharge of wash/wastewater on Airport property must be obtained from the City. The approval letter must be included in the final washing plan.

15. Mobile Aircraft Maintenance and Repair Services

All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.

B. Conduct all activities inside hangars, when feasible.

SECTION 4

INSURANCE

Section 4 **Insurance**

1. General Insurance Requirements

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/ operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B++. " Claims Made" policies will not be accepted. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, managers, agents, and employees as " Additional Insureds," and the Operator shall furnish to the City certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal thirty (30) day notice to City of cancellation, or material change of any policy limits or conditions. The City may require that a complete copy of an insurance policy be submitted to the City. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within fourteen (14) days from the date of notice.

2. Insurance on all Structures

At all times during the term of the lease of land at the Airport, the lessee, at its own expense, shall maintain insurance in the amount of one hundred percent (100%) of the replacement value on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage or destruction by fire, accident, hurricane, lightning, windstorm, hail, explosion, vandalism, smoke and other perils.

3. Schedule of Minimum Insurance Requirements

All Fixed-Based Operators Specialized Aviation Service Operators, and all other Operations/Users must meet or exceed all FAA minimum insurance requirements.

A. Fixed-Based Operator

\$1,000,000	Commercial general aviation liability policy with coverage for premises, operations, and product liability.
\$1, 000, 000	Products and Completed Operations Liability
\$1, 000,000	Hangar Keeper's Liability
\$1, 000, 000	Aircraft liability, with coverage for bodily injury and property damage, including passengers.

B. Specialized Aviation Services Operator (SASO)

\$1,000,000	Commercial general aviation liability policy with coverage for premises, operations, and products liability.
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- | | |
|-------------------------------|---|
| \$1, 000, 000 | Aircraft liability, with coverage for bodily injury and property damage, including passengers. |
| C. All Other Operations/Users | |
| \$1,000,000 | General aviation liability policy with coverage for premises, operations, and products liability. |

5. Special Instructions

A. Any Aircraft Operator seeking to " self-fuel," as defined in FAA Advisory Circular 150/ 5190-6 shall have a minimum \$1, 000,000 general liability policy that contains an endorsement specifically permitting self-fueling.

B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Comprehensive Business Automobile Liability with a minimum combined single limit of 1, 000, 000 per occurrence for bodily injury and property damage. The coverage shall include all, hired and non-owned automobiles

6. Additional Insurance Required

In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator' s activities.

SECTION 5

BUILDING/ IMPROVEMENT STANDARDS

Section 5 Building/ Improvement Standards

1. Buildings and Structures

All buildings and structures owned by Operators on the Airport shall comply with State and local laws, codes, and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

2. Maintenance of the Airport

Each Lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, mow, free from any type of hazard of life, limb, or property, free from junk and debris. Maintenance of areas not leased shall be the responsibility of the City.

3. Buildings and Structures Standard

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/ or masonry construction, paved floors, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/ or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

4. Construction Process

Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections.

5. Notice of Proposed Construction or Alteration

Prior to any new construction or alteration of an existing structure a Form 7460- 1 should be filed electronically for the permanent building envelope at <https://oceaaa.faa.gov>. In addition, a Form 7460- 1 should also be filed for the temporary construction equipment envelope. The FAA will determine if there are any obstructions to air navigation or navigational facilities and the necessary measures that must take place prior to, or during, construction or alteration.

SECTION 6

LEASING

Section 6 Leasing

1. Conflicts in Lease

Should any portion of these Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Standards for the remainder of the lease term or renewal thereof.

2. Exclusive Rights

No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed void.

3. Ground Lease Applications

A request shall be made to the City, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:

- A. Concept plan including preliminary sketches of construction and infrastructure build out.
- B. Timeline to complete project.
- C. Intended aeronautical use of project.

The City will review the request for compliance with Airport Layout Plan, Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. City may at this time request changes to the proposed lease if above listed compliance is not met.

After receipt of a completed request for a lease, the City and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required.

All lease proposals will be forwarded to the City Council meeting with a recommendation from the Advisory Board.

4. Fees Due from Operators at/on Airport

The following shall be due and payable to the City on or before the 10th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

- A. Sums due under any leases of land or land with improvements.

B. Sums due under any agreement granting operating rights at or from the Airport.

5. Terminal Apron Leasing

No two (2) or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

6. Lease Cancellation/Reduction in Scope

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in the lease with the City, no later than one (1) year from the date of the lease agreement, provided however, that the City may grant such extensions as the City may deem necessary. The facilities shall be completed no later than one (1) year after construction commences. Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, City may lease the tract to another qualified person in accordance with procedures set out elsewhere herein. Partial Cancellation: If a lessee after such two (2) year period (and any extension that may be granted by the City) is using only part of the area leased to him, the City may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a FBO's or a SASO's lease be reduced below the minimum required acreage for such Operators.

7. Lease Charges/Escalation Clauses/Terms

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed thirty (30) years.

8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles

A. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA approved license holder. The City may send a written request for proof of airworthiness to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within twenty (20) days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the City a letter from such facility stating that repairs necessary to render the Aircraft airworthy are being undertaken and the estimated date of airworthiness. 37 151

B. If an Aircraft Owner fails to respond appropriately within thirty (30) days to an airworthiness enquiry letter then the City may assess additional rent in the amount of (fifty dollars) \$ 50 per day for each day beyond thirty (30) days that the Aircraft remains at the Airport.

C. If an Aircraft remains in an outdoor parking space for more than sixty (60) days beyond expiration of the thirty (30) day response, the City may move such Aircraft to other hangared or

outdoor parking area as it deems appropriate. Rent after such sixty (60) day period shall be assessed at (one hundred dollars) \$ 100 per day.

APPENDIX A

BUSINESS APPLICATION

Applicant Information

Phone: _____ Email _____

Business or Activity to be Conducted

☐ Fixed-Based Operator	☐ Aircraft Charter and Air Taxi Services
☐ Aircraft Sales	☐ Hangar Leasing Services
☐ Airframe, Engine and Accessory Maintenance Services	☐ Specialized Commercial Flying Services
☐ Aircraft Leasing and Rental Services	☐ Aerial Applicators
☐ Flight Training Services	☐ Mobile Aircraft Washing Services
☐ Avionics, Instruments or Propeller Repair Services	☐ Mobile Aircraft Maintenance and Services
☐ Fuel Sales	☐ Other

References

Please list three professional references.

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Supplemental Documentation Required

Each FBO application must include a Business Plan and Financial Package.

-The Business plan must include information on how the applicant plans to provide the required services.

-The financial Package must include a list of individuals/parties with a material interest in the business as well as demonstrate the capital necessary to support the required operations of the business desiring to operate as an FBO on the Airport.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to operations of an aeronautical business at the Lockhart Municipal Airport, I understand that false or misleading information in my application, may result in my release.

Signature: _____ Date: _____

Please return application and documentation to:
(Mailing address)

City of Lockhart
Attn: Airport Director
PO Box 239
Lockhart, TX 78644

FOR OFFICIAL USE ONLY

Signature: _____

Date Received: _____

Application Complete?

YES NO
☐ ☐

Business Plan Complete? YES NO
☐ ☐

Financial Package Complete?

YES NO
☐ ☐

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding the selection of four candidates for Places 6-9 of the TML Intergovernmental Risk Pool Board of Trustees.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The TML Intergovernmental Risk Pool (TMLIRP) Board of Trustees is comprised of 15 voting members, 12 of whom are elected by the Pool's membership to serve staggered, six-year terms. Every even-number year, the term of office for one-third of the elected trustees expires and an election is held to fill those designated places.

The Election is to fill Board of Trustee Places 6-9 that will expire October 1, 2028.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: TML IRBP ballot

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- ☐ **Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.

- ☐ **Kimberly Meisner.** Assistant City Manager for the City of Kerrville (Region 7). Ms. Meisner has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

WRITE IN CANDIDATE:

PLACE 7

- ☐ **Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
- ☐ **James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
- ☐ **Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
- ☐ **James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association. Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

WRITE IN CANDIDATE:

PLACE 8

- ☐ **Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.
- ☐ **Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.
- ☐ **Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.
- ☐ **Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.
- ☐ **Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

WRITE IN CANDIDATE:

PLACE 9

- ☐ **Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
- ☐ **Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
- ☐ **Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
- ☐ **Opal Mauldin-Jones (Incumbent).** City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
- ☐ **William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2022.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Ms. Strey submitted an application to serve on the LEDC on August 2, 2022. Councilmember Bryant requested that the nomination be placed on the agenda to appoint Ms. Strey to the LEDC.

After review of the application, she meets the qualifications to serve on a city board and for the LEDC.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Application, Yolanda Strey board qualification checklist

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Yolanda C. Strey		Preferred Name Yolanda Strey	
Physical Home Address 505 Blakes Cove			
Mailing Address (if different)			
City Lockhart	State Texas	Zip 78644	
Home Phone 512-203-4620		Work Phone 512-516-5878	
Mobile Phone 512-203-4620			
Email Address [REDACTED]			
Date of Birth	[REDACTED]		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☒ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I am interested in serving on the Lockhart Economic Development Corp. Board. I have been a public servant in state government for 25+ years. Most of my career has been in areas of business development, strategic planning, contract management, procurement, construction/development and diversity and inclusion programs. I am an expert in forging partnerships that lead to new business development opportunities for small business and communities. I am eager to volunteer my time and bring my knowledge and expertise to this board.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Digitally signed by Strey_Y
Date: 2022.08.02 21:18:14 -05'00'

08/2/2022

Applicant's Signature

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
cconstancio@lockhart-tx.org

APPLICANT'S NAME: Yolanda Strey**BOARD NAME(S):** Lockhart Economic Development Corp.

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2002
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:**LEDC**

Y or N City Resident?
Y or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

CURRENT LEDC MEMBER ROSTER

First	Last	Title	Address	Council Member	Date Appt	Exp (Nov)
Doug	Foster		1314 Clearfork St.	Jeffry Michelson	11/17/2020	2022
Alan	Fielder	Chair	119 S. Main	Mayor White	1/19/2021	2023
Juan	Alvarez, Jr.		600 Pearl	Juan Mendoza	12/21/2021	2023
Alfredo	Munoz		1201 Plum St.	Angie Sanchez	1/7/2020	2022
Frank	Estrada	Vice-Chair	407 W. China St.	Brad Westmoreland	2/4/2020	2022
David	Bryant		1525 Shenandoah Cove	David Bryant	9/21/2021	2023
Sally	Daniel		113 E. San Antonio St., Apt. A	Kara McGregor	1/5/2021	2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion regarding the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mr. Hughes submitted an application to serve on the Airport Advisory Board on December 14, 2021. Councilmember McGregor requested that the nomination be placed on the agenda to appoint Mr. Hughes to the Airport Board.

After review of the application, Mr. Hughes meets the qualifications to serve on a city board and on the Airport Board..

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Thomas Hughes - Airport Bd - county resident

APPLICANT'S NAME: Thomas HughesBOARD NAME(S): Airport Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: n/a Caldwell County resident
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: n/a Caldwell County resident
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO N/A
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO N/A
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:Airport Advisory Board

- ☒ Y or ☐ N Flight rated?
Five members must be flight rated.
Current # members flight rated? _____
- ☐ Y or ☒ N City Resident?
☒ Y or ☐ N If no, Caldwell County resident?
Two county residents allowed to serve.
Current # members county residents? 1
- ☐ Y or ☒ N Has financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport? *If yes, applicant does not qualify.*

Airport Advisory Board meets only when there are items pending the Board's review. At least five of the seven members must currently be or have been flight rated. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Board. The Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. Members serve a three-year term. The Public Works Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

☒ YES☐ NO

DISCRETION OF THE COUNCIL

NOTES:

As of Aug 12, 2022, Airport Bd has
one member that resides outside city limits
in Caldwell County

CITY OF LOCKHART

ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

NAME: Thomas Hughes E-mail: _____

ADDRESS: 2345 Westwood Rd HOME#: —

lockhart tx 78644 WORK#: 512 488 2214

OCCUPATION: Operations Manager CELL# 386 748 4903

EDUCATION (optional): —

How long have you been a resident of Lockhart? 3 years

Are you a qualified voter of the City? Yes ☒ No ☐ VOTER REG. #: _____

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

ADDITIONAL PERTINENT INFORMATION/REFERENCES: Current pilot for the last 10 years, Airplane owner, familiar with Airport operations

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS, OR COMMITTEES:
(Please limit your selection to no more than three. List in order of preference: 1,2,3)

- | | |
|---|--|
| ☒ Airport Advisory Board | ☐ Electric Board |
| ☐ Board of Adjustments & Appeals | ☐ Historic Preservation Commission |
| ☐ Construction Board of Appeals | ☐ Library Board Advisory Bd. |
| ☐ Economic Development Revolving Loan | ☐ Parks and Recreation Advisory Bd. |
| ☐ Economic Development Corp (1/2 Cent Sales Tax) | ☐ Planning & Zoning Commission |

Do you serve on any other board/commission/committee at this time? If so, please list: _____

Do you have any relative working for the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from any other governmental body?
Yes ☐ No ☒ If yes, what type? _____


(Signature of Applicant)

12/8/2021
(Date) **RECEIVED**

Return application to:
City of Lockhart
City Secretary's Office
PO Box 239
Lockhart, TX 78644
cconstancio@lockhart-tx.org

DEC 14 2021

If you have any questions, please contact the City Secretary's Office at **CITY OF LOCKHART**
512-398-3461 **CITY SECRETARY'S OFFICE**

CURRENT AIRPORT BOARD MEMBERS

First Name	Last Name	Board Position	City or County resident?	Flight Certified Past/Now	Council Member	Date Appt	Exp
Benny	Hilburn		City	Yes	Mayor White	3/1/2022	2023
Andrew	Reyes		County	Yes	Angie Sanchez	1/7/2020	2022
VACANT - Jan 2022	Chandler moved out of Lockhart				Kara McGregor		
Daniel	Koehler		City	Student pilot	David Bryant	4/5/2022	2022
Larry	Burrier (resigned 7-1-22)	Vice-Chair			Juan Mendoza		2022
Jake	McCullough	Chair	City	Yes	Jeffry Michelson	1/18/2022	2023
Jason "Tex"	Cordova		City	No	Brad Westmoreland	2/4/2020	2022

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

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

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On May 26, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

On July 19, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is a result of increased COVID cases.

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 information 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.

On **July 19, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is due to an increase in COVID cases in the county.



GOVERNOR GREG ABBOTT

July 29, 2021

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

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

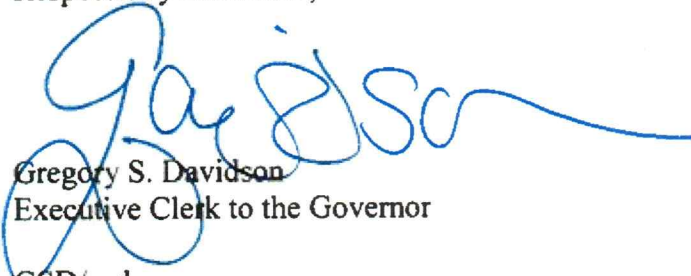
Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

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

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

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

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

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

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

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

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

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

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

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

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

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

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JUL 29 2021

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

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

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

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JUL 29 2021

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

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

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

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

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

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

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

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

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

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

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

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

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

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

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

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

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2 PM O'CLOCK

AUG 25 2021

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

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

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021

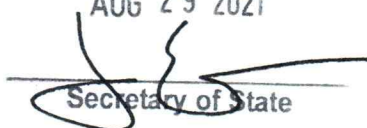


GOVERNOR GREG ABBOTT

August 29, 2021

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

AUG 29 2021


Secretary of State

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

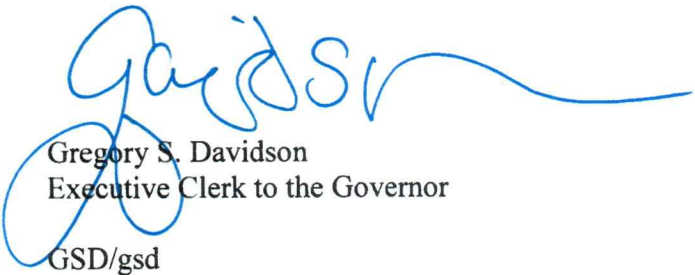
Dear Mr. Deputy Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

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

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

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

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

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SECRETARY OF STATE
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AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

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SECRETARY OF STATE
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

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

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

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

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

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

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

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

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

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

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

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

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

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

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

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SECRETARY OF STATE
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OCT 11 2021

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

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

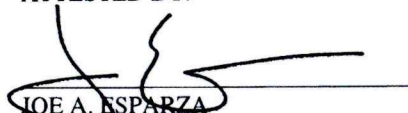
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

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



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

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

OCT 11 2021



Memorandum

To: Mayor Lew White, Mayor Pro-Tem Angie Sanchez, Councilmembers Bryant, Michelson, Westmoreland, McGregor, and Mendoza
From: Steven Lewis, City Manager
Date: June 2, 2022
Re: County COVID-19 level update

Mayor and Council,

The Centers of Disease Control and Prevention (CDC) reported Caldwell County's COVID-19 Community Level has been upgraded to *Medium* this week. This is the first time Caldwell County's community risk level has been elevated from *Low* risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days. **Here are the latest numbers on Caldwell County from the CDC:**

Case Rate per 100,000 population	206.12
New COVID-19 admissions per 100,000 population	2.9
% Staffed inpatient beds in use by patients with confirmed COVID-19	0.1%

Based on the CDC's calculations, due to more than 200 new COVID-19 cases, Caldwell County's risk level has been upgraded to *Medium*. With this classification, the CDC recommends increased accessibility to vaccination, testing, and treatment, along with maintaining improved ventilation in public indoor spaces. As of this time, the Caldwell County Office of Emergency Management is not planning on issuing an advisory regarding the county's updated COVID-19 status.

The CDC has the following recommendations for people depending on which COVID-19 Community Level their county is in:

- Low Risk
 - Stay up-to-date with COVID vaccines
 - Get tested if you have symptoms
- Medium Risk

- Same precautions as low risk and:
 - Talk to your healthcare provider about whether you should wear a mask and take other precautions if you are at high risk for severe illness
- High Risk
 - Same precautions as medium risk and:
 - Wear a mask indoors in public
 - Additional precautions may be needed for people at high risk for severe illness

This information is also available through the [CDC's Data Tracker: Integrated County View](#), which is updated every Thursday.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Hold a Public Hearing for the City of Lockhart and the Lockhart Economic Development Corporation Fiscal Year 2022-2023 Budget.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The City Charter requires that the City Council hold one public hearing for the City of Lockhart Budget to allow for public comments. It was staff's recommendation to hold two hearings to allow citizens an additional opportunity to comment on the proposed budget. This is the final public hearing.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: 2022-2023 Budget Summary, 2022-23 Budgeted Capital, 2022-2023 Personnel Expense

**CITY OF LOCKHART
BUDGET
FISCAL YEAR 2022-23**

					FY 2022-23	
	2019-20	2020-21	2021-22	2021-22	PROPOSED	ADOPTED
	ACTUAL	ACTUAL	BUDGET	ESTIMATE	BUDGET	BUDGET
REVENUE SUMMARY						
GENERAL FUND	10,564,504	10,104,475	12,550,366	0	17,071,700	0
DEBT SERVICE FUND	1,110,350	694,187	1,186,422	0	1,667,464	0
ELECTRIC FUND	11,905,013	11,411,162	12,069,155	0	13,573,255	0
WATER FUND	3,605,509	3,711,636	5,744,622	0	4,934,269	0
WASTEWATER FUND	2,330,657	2,432,390	3,034,591	0	4,363,300	0
SOLID WASTE FUND	1,909,163	2,038,352	2,063,450	0	2,154,685	0
EMS FUND	1,314,079	1,278,135	1,338,482	0	1,721,200	0
AIRPORT FUND	92,529	86,279	122,039	0	142,039	0
LOCKHART ECO DEV FUND	1,021,657	1,408,929	1,093,140	0	1,179,140	0
TOTAL - REVENUES	33,853,461	33,165,546	39,202,267	0	46,807,052	0
EXPENSE SUMMARY						
GENERAL FUND	9,901,120	9,529,580	12,544,007	0	17,041,132	0
DEBT SERVICE FUND	1,148,008	836,117	1,186,422	0	1,667,464	0
ELECTRIC FUND	11,333,717	12,105,294	12,063,397	0	13,339,635	0
WATER FUND	3,234,488	4,060,478	5,582,950	0	4,931,945	0
WASTEWATER FUND	2,187,162	1,299,299	2,985,120	0	4,207,293	0
SOLID WASTE FUND	1,845,323	1,927,824	1,827,138	0	1,888,917	0
EMS FUND	1,656,385	1,349,015	1,283,279	0	1,582,854	0
AIRPORT FUND	78,258	22,364	67,839	0	89,807	0
LOCKHART ECO DEV FUND	1,270,668	2,196,875	1,092,933	0	1,043,869	0
TOTAL - EXPENSES	32,655,129	33,326,846	38,633,085	0	45,792,916	0

BUDGETED CAPITAL ITEMS FOR FISCAL YEAR 2022-23

COMMUNITY FACILITIES				FUNDING SOURCES
100-5211-911-00	CONSTRUCTION/PROJECT IMPROVEMENT			
	(asbestos assessment @ old hospital building)	\$50,000.00		FY 22-23 BUDGET (GF)
POLICE DEPARTMENT				
100-5317-906-00	MOTOR VEHICLES			
	(2 new vehicles)	\$85,000.00		FY 22-23 BUDGET (GF)
FIRE DEPARTMENT				
100-5318-903-00	MOTOR VEHICLES			
	(ladder truck)	\$1,200,000.00		SERIES 2022 TAX NOTE
PARKS & RECREATION				
100-5422-912-00	MACHINERY & EQUIPMENT			
	(Scag Mower)	\$15,500.00		FY 22-23 BUDGET
100-5422-999-00	OTHER CAPITAL OUTLAY			
	(City Park paving)	\$87,000.00		ARPA
	(Splash pad at Maple St. Park)	\$250,000.00		ARPA
	(Modular restroom at Maple St. Park)	\$100,000.00		ARPA
	(Miscellaneous Park Improvements)	\$750,000.00		ARPA
STREETS & ROW				
100-5633-903-00	ARCHITECTURAL & ENGINEERING DESIGN			
	(City Line Rd. & Clearfork St.)	\$750,000.00		SERIES 2022 TAX NOTE
100-5633-912-00	MACHINERY & EQUIPMENT			
	(Backhoe & Trailer)	\$122,581.00		ARPA
100-5633-911-00	CONSTRUCTION/PROJECT IMPROV.			
	(Olive St., N. Medina, S. Medina, Center St., Hickory St., and Bois D'Arc)	\$605,038.00		FY 22-23 BUDGET (GF)
100-5633-935-00	SIDEWALKS	\$350,000.00		SERIES 2022 TAX NOTE
GENERAL FUND TOTAL			\$4,365,119.00	
ELECTRIC DISTRIBUTION				
500-5745-911-00	CONSTRUCTION/PROJECT IMPROV.			
	LCRA SYSTEM STUDY - Project #16; LK30	\$500,000.00		Electric Upgrade Fund
	(8 city blocks west of Hwy 183, south of courthouse)			
500-5745-906-00	MOTOR VEHICLES			
	(Hi-Ranger Bucket truck)	\$350,000.00		SERIES 2022 TAX NOTE
ELECTRIC FUND TOTAL			\$850,000.00	
WATER DISTRIBUTION				
520-5750-910-00	BUILDINGS & STRUCTURES			
	(Fencing & Security)	\$100,000.00		FY 22-23 BUDGET
WATER FUND TOTAL			\$100,000.00	
WASTEWATER				
540-5760-911-00	CONSTRUCTION/PROJECT IMPROV.			SERIES 2022 TAX NOTE
	(12,000' line and lift station - 1322)	\$1,300,000.00		
AIRPORT FUND TOTAL			\$1,300,000.00	
EMS DEPT				
570-5319-906-00	MOTOR VEHICLE			
	(COMMAND VEHICLE - EMS DIRECTOR)	\$60,000.00		FY 22-23 BUDGET
EMS FUND TOTAL			\$60,000.00	
AIRPORT DEPT				
580-5780-911-00	CONSTRUCTION/PROJECT IMPROV.			
	(GRANT MATCH FOR IMPROVEMENTS)	\$50,000.00		FY 22-23 BUDGET
AIRPORT FUND TOTAL			\$50,000.00	

PERSONNEL EXPENSE BY FUND

Personnel expense for each fund consists of base salaries and benefits. The following benefits are included in total personnel costs: longevity, certification pay, incentives, auto allowances, retirement employee health and dental insurance, workers compensation insurance, and taxes.

General Fund		
	Non-Civil Service	\$5,504,537
	Civil Service	\$3,860,429
Electric Fund		\$1,540,370
Water Fund		\$404,527
Wastewater Fund		\$301,088
Solid Waste Fund		\$230,107
Airport Fund		\$10,624
Lockhart Economic Development		<u>\$250,100</u>
		\$12,101,782

*** New positions for FY 2022-23 include 1 - Assistant City Manager and 1 - Administrative Assistant to City Manager
2 - Full-time Animal Control Attendants and 1 - Police Sergeant (SRO)**

**** 4% Wage Inflation Adjustment added to all City Personnel**

*****Adjustment in tenure progression for the rank of civil servant employees.**

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Hold Public Hearing on Proposed Tax Rate for 2022.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: City Council is required to hold a public hearing on the proposal to increase the tax revenues if the proposed tax rate exceeds the No New Revenue rate calculated by the Caldwell County Appraisal District. This public hearing is required by the Truth in Taxation laws of the State of Texas.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: City of Lockhart Publication - 2022 Tax rate

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §26.06(b-2).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

This notice only applies to a taxing unit other than a special taxing unit or municipality with a population of less than 30,000, regardless of whether it is a special taxing unit.

PROPOSED TAX RATE	\$	0.6006	per \$100
NO-NEW-REVENUE TAX RATE	\$	0.4932	per \$100
VOTER-APPROVAL TAX RATE	\$	0.6007	per \$100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for City of Lockhart from the same properties in both the 2021 tax year and the 2022 tax year.

(current tax year)
(name of taxing unit)
(preceding tax year)
(current tax year)

The voter-approval tax rate is the highest tax rate that City of Lockhart may adopt without holding an election to seek voter approval of the rate.

(name of taxing unit)

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Lockhart is proposing to increase property taxes for the 2022 tax year.

(current tax year)

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON 09/06/2022 07:30 PM at Clark Library Annex-Council Chambers, 217 S. Main Street, 2nd Floor, Lockhart, TX.

(date and time)
(meeting place)

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Lockhart is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Elections Administrator of City of Lockhart at their offices or by attending the public hearing mentioned above.

(name of taxing unit)
(name of office responsible for administering the election)

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal: Mayor-Lew White, Mayor Pro-Tem-Angie Gonzales-Sanchez, District 1-Juan Mendoza, District 2, David Bryant, District 3-Kara McGregor, District 4-Jeffry Michelson, At Large-Brad Westmoreland

AGAINST the proposal: _____

PRESENT and not voting: _____

ABSENT: _____

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Lockhart last year
(name of taxing unit)
 to the taxes proposed to be imposed on the average residence homestead by City of Lockhart this year.
(name of taxing unit)

	2021	2022	Change
Total tax rate (per \$100 of value)	0.6354	0.6006	5.47 decrease
Average homestead taxable value	184,198	209,780	13.88 increase
Tax on average homestead	1,170	1,259	7.6 increase
Total tax levy on all properties	4,947,747	6,244,798	26.21 increase

(Include the following text if these no-new-revenue maintenance and operations rate adjustments apply for the taxing unit)

No-New-Revenue Maintenance and Operations Rate Adjustments

State Criminal Justice Mandate (counties)

The Caldwell County Auditor certifies that Caldwell County has spent \$ 0 in the previous 12 months for the maintenance and operations cost of keeping inmates sentenced to the Texas Department of Criminal Justice. Caldwell County Sheriff has provided Caldwell information on these costs, minus the state revenues received for the reimbursement of such costs.

This increased the no-new-revenue maintenance and operations rate by 0.0000 /\$100.

Indigent Health Care Compensation Expenditures (counties)

The City of Lockhart spent \$ 0 from July 1 2021 to June 30 2022 on indigent health care compensation procedures at the increased minimum eligibility standards, less the amount of state assistance.

For current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \$ 0.

This increased the no-new-revenue maintenance and operations rate by 0.0000 /\$100.

Indigent Defense Compensation Expenditures (counties)

The City of Lockhart spent \$ 0 from July 1 2021 to June 30 2022 to provide appointed counsel for indigent individuals in criminal or civil proceedings in accordance with the schedule of fees adopted under Article 26.05, Code of Criminal Procedure, and to fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure, less the amount of any state grants received. For current tax year, the amount of increase above last year's enhanced indigent defense compensation expenditures is \$ 0.

This increased the no-new-revenue maintenance and operations rate by 0.0000 /\$100.

Eligible County Hospital Expenditures (cities and counties)

The City of Lockhart spent \$ 0 from July 1 2021 to June 30 2022 on expenditures to maintain and operate an eligible county hospital.

For current tax year, the amount of increase above last year's eligible county hospital expenditures is \$ 0.

This increased the no-new revenue maintenance and operations rate by 0.0000 /\$100.

(If the tax assessor for the taxing unit maintains an internet website)

For assistance with tax calculations, please contact the tax assessor for City of Lockhart at (512) 398-5550 or general@caldwellcad.org, or visit www.caldwellcad.org for more information.

(If the tax assessor for the taxing unit does not maintain an internet website)

For assistance with tax calculations, please contact the tax assessor for _____ at _____ or _____.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Hold a public hearing and consider granting a petition by Thomas Staub on behalf of ROED Prop Co, LLC, and discussion and or action to consider Ordinance 2022-36 **Annexing** 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, including the adjacent FM 1322 right-of-way where it abuts the current city limit, approving an **Annexation Service Agreement** for said property, and assigning thereto a zoning classification of *AO Agricultural-Open Space District* and amending the zoning map accordingly.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This item is the public hearing, discussion, and possible approval of an ordinance for the annexation of 89.775 acres located on the east side of FM 1322. The property is contiguous to the current city limits. The property is proposed to be developed as a residential subdivision. The property is uninhabited and is currently crop land. The property is not currently served by City of Lockhart water and wastewater utilities. As such, the extension of these services will be at the owner's expense, with a possible contribution by the city for a portion of the cost of the wastewater extension, including a forcemain and lift station, needed to support the proposed development type.

In accordance with the sections of Chapter 43 of the Texas Local Government Code pertinent to annexations the petitioned by the landowner, notice of the public hearing was advertised in the August 18, 2022, issue of the Lockhart Post Register and posted on the City website continuously since August 18, 2022. Additionally, notification letters have been sent to Lockhart ISD, Caldwell County, Caldwell County ESD 4, and other affected public entities. No comments have been received as a result of the notifications.

An Annexation Service Agreement is included as an attachment to the ordinance. The service agreement details all city services that will be available to the developer at the time of annexation. Water and wastewater are listed as not currently serving the property in the Service Agreement. Staff has received a letter from Aqua Texas stating they would not object to the City serving the property, allowing the City to serve the site once waterlines have been extended.

As the result of the annexation, the property will be zoned AO, Agricultural-Open Space District, effective upon annexation. The property owner plans to seek a zoning change to develop the site as a residential subdivision. The proposed annexation will also cause the Lockhart ETJ to extend further to the southeast as a result of the expanded city limit this annexation would create.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Upon annexation, the property will be placed on the city property tax roll. The city will be required to provide services to the property as described in the Annexation Service Agreement.

PREVIOUS COUNCIL ACTION: At the July 5, 2022 City Council meeting, Resolution 2022-28 was adopted setting the public hearing date for August 2, 2022. This hearing was postponed to September 6 due to the City Attorney's determination that the notification needed to be revised to include the FM 1322 right-of-way.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve the annexation of 89.775 acres out of the J.A. Neill Survey, Abstract Number 20, including the adjacent FM 1322 right-of-way abutting the city limit, acceptance of the Annexation Service Agreement, and assignment of AO Agricultural-Open Space District zoning.

LIST OF SUPPORTING DOCUMENTS: Red Oak-Seawillow Annexation Ordinance 9-6-2022, Red Oak petition and metes and bounds, RED OAK ANNEX--Exhibit C Map, NOTARIZED 2022 Seawillow Ranch -Red Oak service agreement revised 06-27-22

ORDINANCE NO. 2022-36

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF LOCKHART, TEXAS, BY ANNEXATION OF CERTAIN TERRITORY, BEING APPROXIMATELY 89.775 ACRES OF LAND LOCATED IN CALDWELL COUNTY, TEXAS, AS DESCRIBED IN EXHIBIT "B" AND AS DEPICTED IN EXHIBIT "C", DESCRIBED AS 89.775 ACRES OF LAND, MORE OR LESS, OUT OF THE J.A. NEIL SURVEY, CALDWELL COUNTY, TEXAS; INCLUDING THE ADJACENT FM 1322 RIGHT-OF-WAY WHERE IT ABUTS THE CURRENT CITY LIMIT; DIRECTING THE CITY SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH CERTAIN AUTHORITIES; DIRECTING THAT THE MAP OF THE CITY BOUNDARIES AND EXTRATERRITORIAL JURISDICTION BE UPDATED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR APPROVAL OF THE ANNEXATION SERVICE AGREEMENT FOR THE ANNEXED PROPERTY; GRANTING TO SAID ANNEXED PROPERTY AND ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING; AND EFFECTIVE DATE.

WHEREAS, Section 43.0671 of the Texas Local Government Code additionally authorizes a City to annex an area if each owner of the land in the area requests the annexation; and

WHEREAS, in accordance with the Annexation Petition dated March 15, 2022, attached hereto as Exhibit "A", and incorporated herein for all purposes, the landowner of the property has voluntarily requested and consented to the annexation of the Property; and

WHEREAS, the Property is adjacent to and contiguous to the boundaries of the City with the inclusion of the adjacent FM 1322 right-of-way where it abuts the current city limit; and

WHEREAS, an Annexation Service Agreement for the territory to be annexed has been negotiated and approved by the Landowner and is hereby approved by the City Council as required by Sec. 43.0672 of the Texas Local Government Code, a copy of which Service Agreement, is attached hereto as Exhibit "D"; and

WHEREAS, notices were provided and the public hearing was held in accordance with state law regarding the annexation of the subject Property at which time persons interested in the annexation were given the opportunity to be heard; and

WHEREAS, the territory is exempt from the municipal annexation plan requirements; and

WHEREAS, the Property is within the City's extraterritorial jurisdiction and the Property is not within the extraterritorial jurisdiction or corporate limits of any other city; and

WHEREAS, the City Council is of the opinion that annexing the subject Property is in the best interest of the City;

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

SECTION 1. PREAMBLE. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Lockhart and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. ANNEXATION. That the Property described as approximately 89.775 acres of land, Caldwell County, Texas, described in Exhibit "B" and depicted in Exhibit "C" attached hereto, including the adjacent FM 1322 right-of-way where it abuts the current city limit, and incorporated herein for all purposes, is hereby annexed into the City of Lockhart, Caldwell County, Texas, and that the corporate limits of the City of Lockhart shall be and the same are hereby extended to include the Property within the territorial limits of said City, and said Property and the present and future inhabitants thereof shall hereafter be entitled to all rights and privileges of citizens of Lockhart, Texas, and shall be bound by the provisions of all ordinances and codification of ordinances of said City.

SECTION 3. ANNEXATION SERVICE AGREEMENT. An Annexation Service Agreement, attached hereto as Exhibit "D", and incorporated herein for all purposes, between the City and the Landowner for the Property is hereby approved and the Mayor is authorized to execute same.

SECTION 4. FILING OF ORDINANCE. That the City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Caldwell County, Texas, the Voting Registrar of Caldwell County, the Caldwell County Appraisal District, the Secretary of the State of Texas, and the Comptroller of the State of Texas in the manner required by law.

SECTION 5. MAPS. That the Official Map showing the boundaries of the City and its extraterritorial jurisdiction shall be immediately updated to include the Annexed Property and the map shall be annotated to show the date of the annexation and the number of the annexation ordinance.

SECTION 6. SEVERABILITY. That if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7. REPEALER CLAUSE. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

SECTION 8. NOTICE AND MEETING CLAUSE. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the

time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval.

Passed and Approved: _____, 2022

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio
City Secretary

APPROVED AS TO FORM:

Monte Akers, City Attorney

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

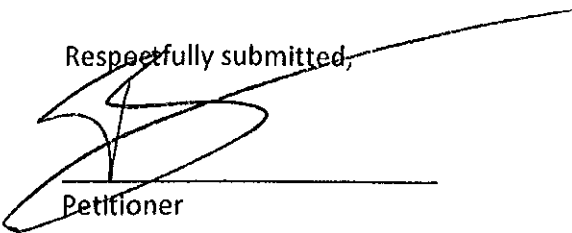
ROED Prop Co, LLC
(Thomas Staub), herein collectively referred to as "Petitioner", files this Petition requesting the annexation of certain property they own, being the real property described in by metes and bounds and plat in Exhibit A, attached hereto and made a part hereof for all purposes ("Property") into the boundaries of the City of Lockhart, Texas ("City"), in accordance with the provisions of Sections 43.0671 of the Texas Local Government Code. In support hereof, the Petitioner states the following:

1. The City has the authority under Section 43.0671 of the Texas Local Government Code to extend its boundaries by the annexation of additional territory upon request by the landowners of said territory.
2. In accordance with the requirements of Chapter 43 of the Texas Local Government Code, the Property: (a) is contiguous and adjacent to the current corporate limits of the City; and, (b) is vacant and without residents.
3. The Petitioner is the sole owner of the Property.
4. By execution of this Petition, Petitioner declares that the Property is not appraised for ad valorem tax purposes as land for agricultural or wildlife management use, or for timber purposes under Subchapter C or D, Chapter 23, Texas Property Tax Code, or if such Property is appraised for agricultural or wildlife management use, or for timber purposes, Petitioner waives the right to request a Development Agreement pursuant to Section 43.016 of the Texas Local Government Code.

THEREFORE, Petitioner respectfully requests that after the fifth (5th) day but on or before the thirtieth (30th) day from the filing of this Petition, the Lockhart City Council will consider this Petition, the arguments for and against the annexation, and grant this Petition in accordance with the terms hereof and thereafter by ordinance annex the Property so that on the effective date of such ordinance the area to be annexed shall become a part of the City and therefore be entitled to the rights and privileges of all of the territory within the City and be bound by the acts and ordinances adopted by the City.

DATED the 14th day of April, 2022

Respectfully submitted,



Petitioner

8512 Bestwick Bend Austin, Tx 78744
Address

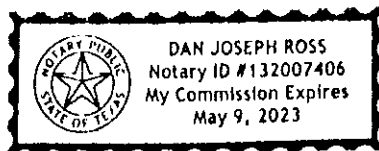
STATE OF TEXAS §
COUNTY OF Texas §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Thomas Staub known to me to be the person whose name is subscribed to the foregoing instrument. This instrument was acknowledged before me on the 14th day of April, 2022, by Fair Beals.



Notary Public, State of Texas

(SEAL)



BEING 89.775 acres of land situated in the J.A. NEILL SURVEY, ABSTRACT NO. 20, Caldwell County, Texas, and being a portion of and part of a called 169.811 acres of land described in deed to SVAG Investments, LLC, a Texas Limited Liability Company, as recorded in Document Number 2021-006881 of the Official Public Records of Caldwell County, Texas, and being more particularly described by metes and bounds as follows:

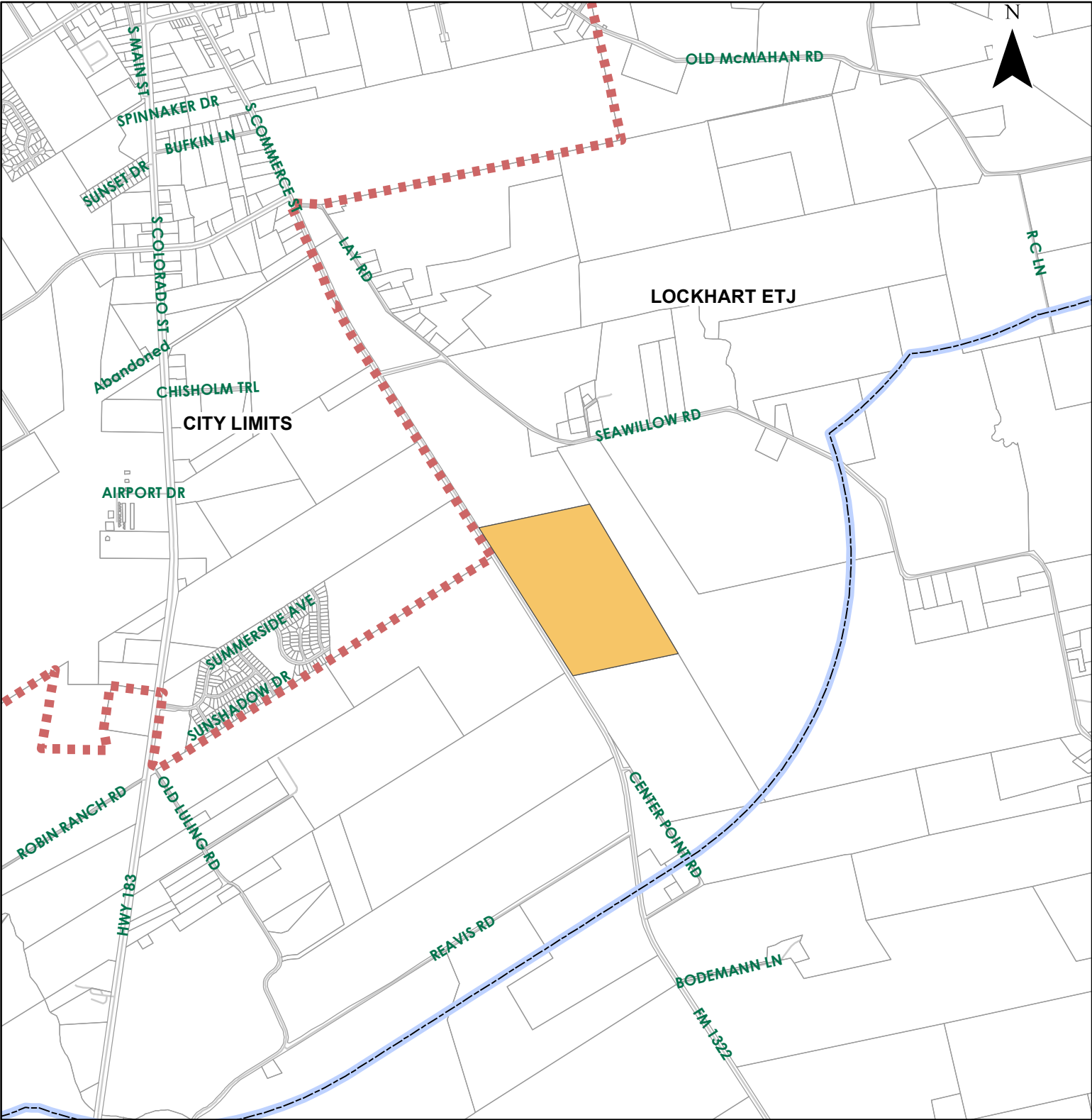
BEGINNING at a ½ inch capped iron rod found, marked Hinkle Surveying, on the Northeast Right-of-Way line of Farm to Market Road 1322, an 80 foot Right-of-Way, and for the Northwest corner of a called 85.00 acre tract of land as described in a deed to Charles D. Spillmann and Jane Spillmann as recorded in Document Number 2016-005533 of said Official Public Records, same being the Southwest corner of said 169.811 acre tract and the of this herein described tract;

THENCE North 31 degrees 43 minutes 06 seconds West, along said Right-of-Way and the Southwest line of this tract, a distance of 2,572.95 feet to a ½ inch capped iron rod found, marked Jones Carter Prop Corner, for the Northwest corner of this therein described tract;

THENCE North 78 degrees 46 minutes 11 seconds East, crossing said 169.811 acre tract, a distance of 1,665.32 feet to a ½ inch iron rod found on the Southwest line of a called 358.536 acre tract of land as described in a deed to David V. Acevedo and Marge Margarita Acevedo as recorded in Volume 209, Page 425 of said Official Public Records, same being the Northeast line of said 169.811 acre tract, and being the Northeast corner of this herein described tract;

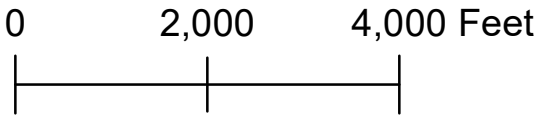
THENCE South 29 degrees 54 minutes 41 seconds East, along the common line of said 358.536 acre tract, a distance of 2,544.30 feet to a ½ inch capped iron rod found, marked Hinkle Surveying, for the Northeast corner of said 85.00 acre tract, and being the Southeast corner of this tract;

THENCE South 78 degrees 46 minutes 18 seconds West, along the common line of said 85.00 acre tract, a distance of 1,579.70 feet to the **POINT OF BEGINNING**, containing 89.775 acres of land, more or less.



CITY OF
Lockhart
TEXAS

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



Map Legend

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

ORDINANCE EXHIBIT "D"

CITY OF LOCKHART SERVICE AGREEMENT FOR SEAWILLOW RANCH ANNEXATION - 2022

WHEREAS, the City of Lockhart, Texas (the "City") has instituted annexation proceedings for the land described in Exhibit "A", attached hereto (referred to herein as the "Annexed Property"); and,

WHEREAS, Chapter 43, Texas Local Government Code, (referred to herein as "TLGC") requires a service plan agreement between the Landowner and the City adopted with, or prior to, the annexation ordinance;

NOW, THEREFORE, by execution hereof, the City and the Landowner agree to the Annexation Services set out herein for the Annexed Property on the date of annexation:

1. Intent

As used in this Agreement, *providing services* includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and Landowner participation in accordance with applicable City ordinances. Provided however, that nothing in this Service Plan Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

The City shall provide the Annexed Property or cause the Annexed Property to be provided with services in accordance with this Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other agencies to provide such services, in whole or in part. The parties acknowledge and agree that it is not the intent of this Agreement to create any vested rights to develop the Annexed Property, until such time that development of the Annexed Property is commenced as evidenced by the submittal of one or more complete development applications in accordance with the City's Code of Ordinances.

2. Police, EMS, and animal control

Immediately upon annexation, City of Lockhart Police will provide regular and routine patrols in the area as part of its overall patrol activities, and will respond to any calls for assistance. Similarly, Emergency Medical Service and animal control services will be provided by the City. The Bufkin Lane EMS station is the closest to and has the most direct access to this annexation area. No additional personnel or equipment is anticipated as a result of this annexation.

3. Fire protection

Immediately upon annexation, the Lockhart Fire Department will provide fire suppression service from Fire Station No. 1, located at 201 W. Market St. Fire prevention activities, including subdivision/building plan review and fire inspections of structures, will be provided by the City, or a firm contracted by the City. Although no additional personnel or equipment is anticipated as a result of this annexation, the pace of future development will determine the need for a fire substation in the southeast part of the city.

4. Solid waste collection

Immediately upon annexation, refuse collection and voluntary household curbside recycling will be provided by the City in accordance with the rates and conditions of the Lockhart City Code. Recycling is also available at the City's voluntary drop-off center located at 110 N. Brazos St. No additional personnel or equipment is anticipated as a result of this annexation.

5. Water facilities

The closest City water mains are a 12-inch line along FM 1322 that is being connected to the Summerside Subdivision on the west side of FM 1322. The Annexed Property is adjacent to, but not within, the City's water service jurisdiction, but Aqua Water Supply Corporation has issued a letter allowing the city to serve the Annexed Property until a formal transfer of jurisdiction can be completed. Further water line extensions are the responsibility of the Landowner or developer desiring service, in accordance with the City's subdivision regulations, water facility construction standards, and utility extension policy. The City of Lockhart will maintain any new public water facilities that are not in the service area of another utility, in accordance with standard City maintenance procedures.

6. Wastewater facilities.

The Annexed Property will be served by the City's centralized sanitary wastewater system which is not currently available to the Annexed Property. The cost of extending such centralized wastewater service to the Annexed Property shall be the Landowner's responsibility in accordance with the City's Utility Extension Ordinance, unless the city and the landowner agree to alternative arrangements. However, should the extension of such centralized wastewater system result in the City's oversizing of the wastewater system to serve properties outside of the Annexed Property or, in the event that the installation or construction of sewer system facilities will benefit the overall performance of the City's wastewater system to properties located outside of the Annexed Property, the Landowner's share shall be determined on a pro-rata basis and shall be limited to costs associated with the extension of the wastewater service to the Annexed Property. The City of Lockhart will maintain any wastewater facilities serving the Annexed Property in accordance with standard City maintenance procedures and the Code of Ordinances.

7. Electric service and street lighting

The Annexed Property is not within the City's jurisdiction for electric service. Electric service is provided by Bluebonnet Electric Cooperative.

8. Streets and drainage

Access to the Annexed Property is currently provided by FM 1322. Immediately upon annexation, street and drainage facility and public rights-of-way maintenance will be performed by the Lockhart Public Works Department in accordance with standard City maintenance procedures for streets located within the subject area that are not under the jurisdiction of the State. Construction of new streets and drainage facilities is the responsibility of the Landowner or developer desiring them, in accordance with the City's subdivision regulations and street and drainage facility construction standards.

9. Traffic control

Immediately upon annexation, the City of Lockhart will maintain street name signs, traffic control devices, and other required traffic system design improvements for any new public streets in the Annexed Property.

10. Parks and recreation

Immediately upon annexation, Lockhart Parks and Recreation Department facilities and services, including the use of any and all public parks, will be available to residents of the Annexed Property. There are currently no City parks or recreation facilities in the subject Annexed Property. Dedication of land, or payment of a fee-in-lieu-of land dedication, for new parkland is the responsibility of the Landowner at the time of land development in accordance with the City's subdivision regulations. Construction of park improvements on the dedicated land, and maintenance thereafter, will be in accordance with the standards of the Lockhart subdivision regulations unless otherwise negotiated with the Landowner or developer.

11. Public Library

Immediately upon annexation, all residents of the subject Annexed Property will be eligible for library services available to Lockhart citizens at the Lockhart Public Library.

12. Planning and zoning

Immediately upon annexation, the Annexed Property will be zoned "AO" Agricultural-Open Space District, in accordance with the City of Lockhart zoning ordinance. Any other zoning classification for specific parcels may be subsequently requested by individual property owners in accordance with the standard City application, notification, and public hearing procedures.

The Lockhart 2020 Land Use Plan indicates primarily future Agricultural/Rural Development, with a commercial node where a future collector street would cross through the northern portion of the Annexed Property. The land use plan also indicates a future arterial passing near the southeast corner of the annexation area. All services of the Lockhart Planning Department will be available to residents and owners of annexed Property.

13. Building inspection and code enforcement

Immediately upon annexation, the City of Lockhart Building Inspection Division, or a firm contracted by the City, will enforce the adopted building and nuisance codes within the Annexed Property. This includes consultation with developers, plan review, and on-site inspections for construction activity, as well as investigation of complaints and prosecution of code violations related to buildings, property maintenance, and other health and safety hazards or nuisances.

14. Environmental health code services

Immediately upon annexation, the City of Lockhart Health Officer will enforce the City's food-handler and other adopted health regulations within the Annexed Property area. This includes regular inspections as well as investigation of complaints and prosecution of violations.

15. Floodplain management

Immediately upon annexation, floodplain management will be in accordance with FEMA and City of Lockhart flood hazard regulations. There are no identified 100-year floodplains in the Annexed Property.

16. Miscellaneous municipal facilities and services

Should any other municipal facilities, buildings, or services be constructed or located within the subject area subsequent to annexation, all required operation or maintenance will be provided by the appropriate City department.

17. Term and Effective Date

This agreement shall be effective on the date the Annexed Property is annexed by the City. This Annexation Services Agreement shall be valid for a term of ten (10) years.

CITY OF LOCKHART

LANDOWNER

Lew White, Mayor

Thomas Earl Staub
By:

Date: _____

Date: 06/30/2022

State of Florida County of Miami Dade

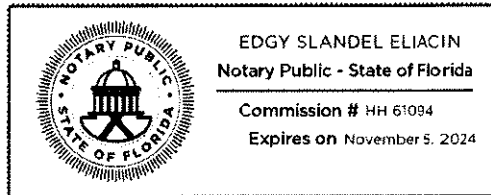
Acknowledged before me Thomas Earl Staub

on 06/30/2022

produced Texas drivers license

Edgy Slandel Eliacin

Edgy Slandel Eliacin



Notarized online using audio-video communication

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-22-20 by Brad Laughlin on behalf of Garden Gate Holdings of Lockhart, LLC and discussion and/or action to consider Ordinance 2022-43 requesting a Zoning Change from RMD Residential Medium Density District to RHD Residential High Density District on 0.679 acre consisting of all of Lots 5 and 6 in Block 2, a part of Block 3, and a part of a 15' Alley situated between Block 2 and Block 3 of Reed's Addition, located at 200 S. Rio Grande Street and 203 Concho Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The applicant has stated an intent to build several single family dwellings on a single lot on the subject property. The site's current RMD zoning does not permit more than one principal structure on a single lot, so the RHD district is being sought to allow the proposed development. The proposed housing could be aimed either at Lockhart ISD faculty and staff or senior citizens. The proposed zoning is not consistent with the site's Future Land Use Plan map's Medium Density Residential designation, but the proposed housing would be similar to the Greens Apartments next door, which are under the same ownership as the subject parcel. There are additional multifamily developments in the vicinity, including the three-building Stone Ridge apartment complex across Concho Street to the east. The Planning and Zoning Commission voted 6-0 in favor of the proposed zoning change at their meeting held August 24, 2022. Two nearby residents spoke expressing concerns regarding the proposed zoning change during the public hearing.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval unanimously at their meeting held August 24, 2022.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Recommend approval of application ZC-22-20, changing the zoning from RMD Residential Medium Density District to RHD Residential High Density District for 0.679 acre located at 203 S. Rio Grande Street and 200 Concho Street.

LIST OF SUPPORTING DOCUMENTS: zc2220 ordinance, ZC2220 exhibit A, ZC2220 case map, ZC2220 aerial, ZC2220 zoning, ZC2220 future landuse, zc2220 staff report--council, ZC2220 application

ORDINANCE 2022-43

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY OF 0.679 ACRE CONSISTING OF ALL OF LOTS 5 AND 6 IN BLOCK 2, A PART OF BLOCK 3, AND A PART OF A 15-FOOT ALLEY SITUATED BETWEEN BLOCK 2 AND BLOCK 3 OF REED'S ADDITION, LOCATED AT 200 SOUTH RIO GRANDE STREET AND 203 CONCHO STREET FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT.

WHEREAS, on August 24, 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-22-20, known as consisting of all of Lots 5 and in Block 2, part of Block 3, and a part of a 15-foot alley situated between Block 2 and Block 3 of Reed's Addition, more particularly described in Exhibit A and located at 200 South Rio Grande Street and 203 Concho Street, 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 6th DAY OF SEPTEMBER, 2022

CITY OF LOCKHART

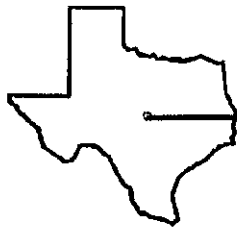
Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney



REZONING LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being also all of Lots 5 and 6 in Block 2 and a part of Block 3 and a part of a 15' Alley situated between Block 2 and Block 3 of Reed's Addition to the City of Lockhart as recorded in Volume 50 Page 285 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a capped ½" iron pin set stamped HINKLE SURVEYORS in the West corner of Lot 6 in the said Block 2 and the intersection of the NE line of S. Rio Grande Street and the SE line of a 12' Alley for the West corner this tract.

THENCE N 64°31'17" E with the NW line of the said Lot 6 and the SE line at 153.22 feet pass a capped ½" iron pin set stamped HINKLE SURVEYORS in the North corner of the said Lot 6 and the intersection of the SW line of the said 15' Alley and the SE line of the said 12' Alley and continue with the NW terminus of the said 15' Alley at 168.26 feet pass the West corner of the said Block 3 and the North terminus of the said 15' Alley and continue for a total distance of **268.58 feet** to a capped ½" iron pin set stamped HINKLE SURVEYORS in the North corner of the said Block 3 and the intersection of the said 12' Alley and the SW line of a second 15' Alley for the North corner this tract.

THENCE S 30°00'00" E with the NE line of the said Block 3 and the SW line of the above mentioned second 15' Alley **74.34 feet** to a capped ½" iron pin set stamped HINKLE SURVEYORS in the NW terminus of Concho Street and a reentrant corner of the said Block 3 for a reentrant corner this tract.

THENCE S 60°00'00" W with the NW terminus of Concho Street and entering the said Block 3 **10.00 feet** to a capped ½" iron pin set stamped HINKLE SURVEYORS in the interior of the said Block 13 and the West terminus of Concho Street for an ell corner this tract.

THENCE S 30°15'51" E with the SW line of Concho Street and along the interior of the said Block 13 **75.31 feet** to a 3/8" iron pin found in the North corner of a tract of land conveyed to Brett Lane Anderson by deed recorded in Instrument #2019-006323 of the Official Public Records of Caldwell County, Texas for the most Southerly East corner this tract.

THENCE S 57°59'57" W over and across the said Block 3 and with the NW line of the above mentioned Anderson tract at 91.04 feet pass the NE line of the 15' Alley abandoned in Ordinance No. 2021-007804 of the said Official Public Records and continue entering the said 15' Alley for a total distance of **98.54 feet** to a ½" iron pin found in the centerline of the said 15' Alley for the Easterly South corner this tract.

THENCE N 29°50'44" W with the centerline of the said 15' Alley **78.74 feet** to a capped ½" iron pin set in the NW terminus of the said 15' Alley section abandoned in the said Ordinance No. 2021-007804 and the extension of the SE line of the above mentioned Lot 5 in the said Block 2 for an ell corner this tract.

©HINKLE SURVEYORS 2022 Firm Registration No. 100866-00

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



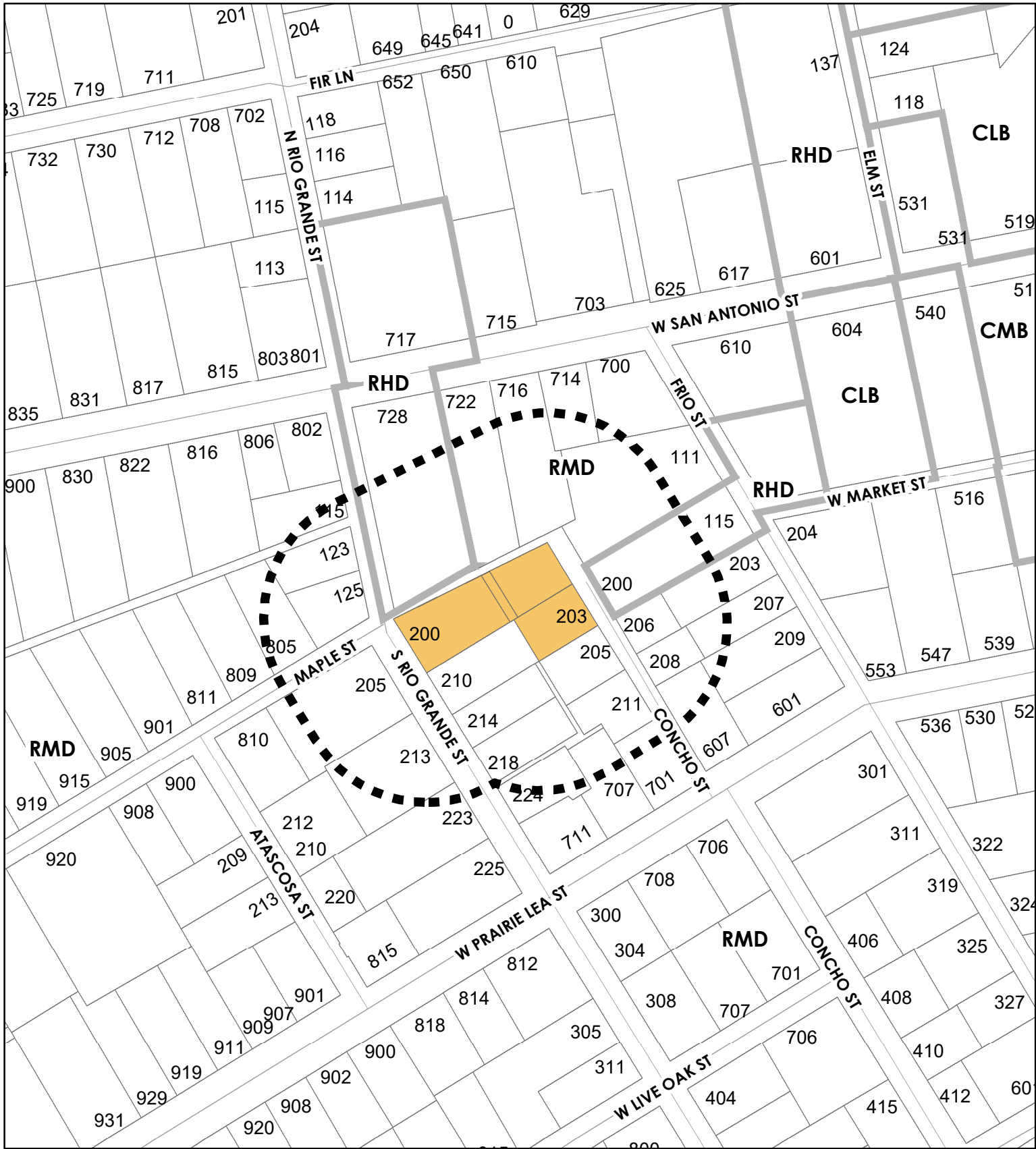
THENCE S 60°00'00" W partially along the SE line of the said Lot 5 and the NW line of Lot 4 in the said Block 2 at 7.50 feet pass a 5/8" iron rod found in the East corner of the said Lot 5 and the North corner of the said Lot 4 and continue for a total distance of **170.27 feet** to a 60d nail found in the South corner of the said Lot 5 and the West corner of the said Lot 4 and the NE line of S. Rio Grande Street for the most Westerly South corner this tract.

THENCE N 23°45'21" W with the NW lines of the said Lots 5 and 6 and the NE line of S. Rio Grande Street **96.12 feet** to the place of beginning containing **0.707 acres** of land more or less.

I hereby certify that the foregoing field notes are a true and correct description of a survey made from previous surveys during the month of May 2022 and described for rezoning purposes on August 2, 2022. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



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



ZC-22-20

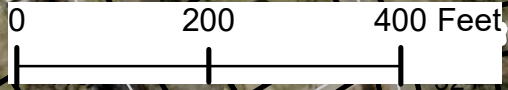
RMD TO RHD

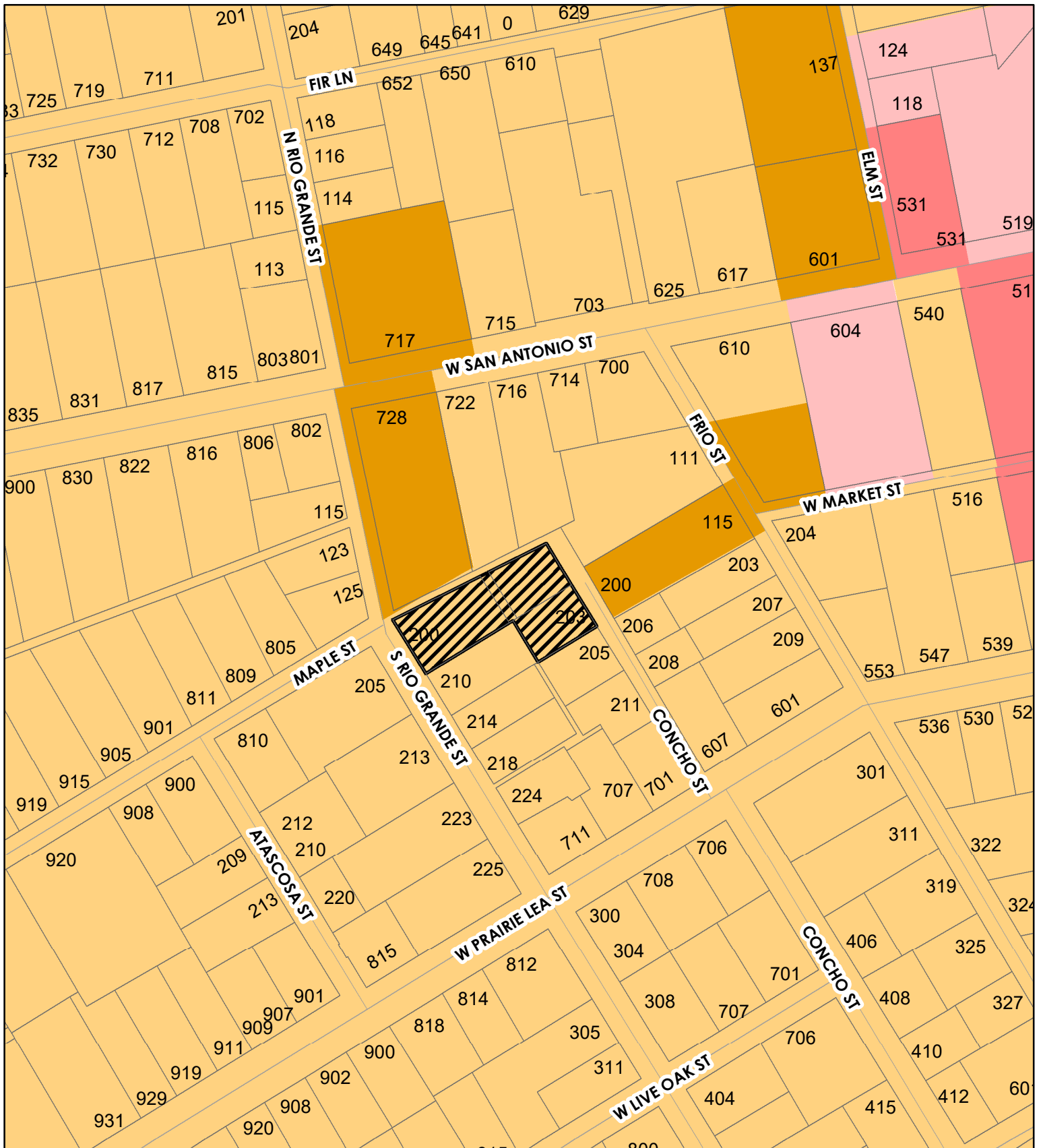
200 S RIO GRANDE ST
& 203 CONCHO ST



scale 1" = 200'

- SUBJECT PROPERTY
- ZONING BOUNDARY
- 200 FT BUFFER





ZC-22-20

RMD TO RHD

200 S RIO GRANDE ST
& 203 CONCHO ST



scale 1" = 200'

- ZONING DISTRICTS
- COMMERCIAL LIGHT BUSINESS
 - COMMERCIAL MEDIUM BUSINESS
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL MEDIUM DENSITY

CASE SUMMARY

STAFF: David Fowler, Senior Planner

CASE NUMBER: ZC-22-20

REPORT DATE: August 31, 2022

PLANNING AND ZONING COMMISSION HEARING DATE: August 24, 2022

CITY COUNCIL HEARING DATE: September 6, 2022

REQUESTED CHANGE: RMD to RHD

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Brad Laughlin

OWNER: Garden Gate Holdings

SITE LOCATION: 200 S. Rio Grande Street and 203 Concho Street.

LEGAL DESCRIPTION: Metes and Bounds

SIZE OF PROPERTY: 0.679 acres

EXISTING USE OF PROPERTY: Vacant land

LAND USE PLAN DESIGNATION: *Medium Density Residential*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The applicant plans to build single-family detached housing on the site, with the possibility of renting it to Lockhart ISD teachers and staff. The proposed houses would be located on a single lot, so the Residential High Density zoning district, which allows residential development with more than one principal structure on a single lot, would be most applicable.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Single-family and Multifamily residential	RMD, RHD	<i>Medium Density Residential</i>
East	Single-family and Multifamily residential	RHD, RMD	<i>Medium Density Residential</i>
South	Single-family residential	RMD	<i>Medium Density Residential</i>
West	Single-family residential	RHD	<i>Medium Density Residential</i>

TRANSITION OF ZONING DISTRICTS: One of the abutting properties to the north, and one property to the east are in the RHD zoning district, all other abutting properties are in the RMD zoning district. The property to the north is the Greens senior apartment complex, which the applicant's company now owns. There is also an apartment complex east of the subject property. As such, the proposed RHD zoning would not be out-of-character within the site's general neighborhood.

ADEQUACY OF INFRASTRUCTURE: Vehicular access will be available from both Rio Grande Street and Concho Street. Water is available through a 6-inch line on Rio Grande Street. Wastewater is also available via a 6-inch line on Rio Grande Street.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is composed of single-family-and multifamily residential properties, including multifamily properties on the north side of West San Antonio Street. The additional traffic or utility usage from the site's proposed housing units should not adversely affect the existing residences in the area.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RHD zoning classification is not consistent with the *Medium Density Residential* future land use designation, but the subject property is located in an area that has a mix of single-family and multifamily properties within the Medium Density Residential Future Land Use Map designation.

ALTERNATIVE CLASSIFICATIONS: The zoning classification that would be most consistent with the land use plan map is the site's current RMD district, but that zoning does not allow for multiple residential units on a single lot, so RHD is the best-suited zoning district.

RESPONSE TO NOTIFICATION: Staff has received two phone calls inquiring to the nature of the zoning request and the intended land use. Two members of the public spoke at the Planning and Zoning Commission hearing, expressing concern but not opposition regarding the proposed zoning change.

STAFF RECOMMENDATION: Approval.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Garden Gate Holdings of Lockhart, LLC ADDRESS 1402 Hardouin Ave
DAY-TIME TELEPHONE 512-789-0935 Austin, Tx 78703
E-MAIL brad@1026@gmail.com
OWNER NAME Brad Laughlin, Manager ADDRESS same
DAY-TIME TELEPHONE same
E-MAIL same

PROPERTY

ADDRESS OR GENERAL LOCATION d 203 Concho St
200 S. Rio Grande - adjacent to the Greens
LEGAL DESCRIPTION (IF PLATTED) _____
SIZE .679 ACRE(S) LAND USE PLAN DESIGNATION _____
EXISTING USE OF LAND AND/OR BUILDING(S) Vacant
PROPOSED NEW USE, IF ANY Residential - D2

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Residential Medium Density - RMD
TO PROPOSED ZONING CLASSIFICATION Residential High Density - RMD
REASON FOR REQUEST to allow for development of as many
duplexes as would fit on the .679 acres.
Plan to join this to the Greens and provide housing
for teachers and/or Seniors

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. First Lockhart Nat'l Bank
111 S. Main St, Lockhart
78644

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

APPLICATION FEE OF \$ 150 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

1/4 acre or less
Between 1/4 and one acre ✓
One acre or greater

\$125
\$150
• \$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 Brian Lough

DATE 7-28-22

OFFICE USE ONLY

ACCEPTED BY Dore Fawler

RECEIPT NUMBER _____

DATE SUBMITTED 8/3/2022

CASE NUMBER ZC - 22 - 20

DATE NOTICES MAILED 8/8/2022

DATE NOTICE PUBLISHED 8/11/2022

PLANNING AND ZONING COMMISSION MEETING DATE 8/24/2022

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 9/6/2022

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and/or action to consider a **Text Amendment** in *Chapter 64 "Zoning", Appendix I "Specific Requirements For Residential Development Types"*, to delete the last sentence in the *Remarks* column for the PH-1 and PH-2 development types so that patio homes will be allowed on lots created after the date of adoption of Ordinance No. 90-30 as well as on lots existing prior to that date. **WITHDRAWN**

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: A preliminary plat for the Ramendu Subdivision at 900 State Park Road was approved by the Planning and Zoning Commission on July 27. It was proposed to contain a mixture of commercial development, patio homes, duplexes, and single-family dwellings. However, the wording in the *Remarks* column in Appendix I of the zoning ordinance prohibits patio homes (PH-1 and PH-2 residential development types) on lots platted since 1990. We rushed to publish the public hearing notice for this proposed zoning text amendment to delete that wording so that the hearings could be held at the August 24th Planning and Zoning Commission meeting and the September 6th City Council meeting. This was necessary before the final plat can be considered by the Commission. However, after the notice was published, we noticed a couple of other related provisions in the zoning ordinance that should be amended at the same time, but it was too late to add them to the item as published.

Also, after the text amendment public hearing notice was published, TxDOT requested that the primary street entering the Ramendu Subdivision from State Park Road be relocated, which then required the layout of the northern portion of the subdivision to be revised. The new layout, which included the area originally proposed for patio homes, replaced the patio home lots with additional duplex lots. Therefore, because there is no longer any urgency to amend the zoning ordinance with regard to patio homes, and other provisions should be amended in addition to the one mentioned in the public hearing notice, staff proposes to withdraw the text amendment item at this time so that a new public hearing notice can be published to include all related provisions to be amended. The revised agenda item will appear on the September 14th Planning and Zoning Commission agenda, and the September 20th City Council agenda.

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: None.

COMMITTEE/BOARD/COMMISSION ACTION: Although this item was on the agenda for the August 24th meeting, the Planning and Zoning Commission did not take any action on it because the item had been withdrawn by staff.

STAFF RECOMMENDATION/REQUESTED MOTION: No action needed other than consenting to the withdrawal of this agenda item by staff.

LIST OF SUPPORTING DOCUMENTS:

**REGULAR MEETING
LOCKHART CITY COUNCIL**

AUGUST 2, 2022

6:30 P.M.

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

Council present:

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

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

Staff present:

Steven Lewis, City Manager
Victoria Maranan, Public Information Officer
Mike Kamerlander, Economic Development Dir.
David Fowler, Senior Planner

Monte Akers, City Attorney
Pam Larison, Finance Director
Dan Gibson, City Planner
Sean Kelley, Public Works Director

Citizens/Visitors Addressing the Council: Citizens: Cassey Wilcox, Ronda Reagan, Sally Daniel, James Lee, Erin Martinez, and Chandresh Gohel.

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:

DISCUSSION ONLY

A. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. DISCUSSION REGARDING PROJECT SUMMERTIME.

Mayor White announced that the Council would enter Executive Session at 6:32 p.m.

Mayor White announced that the Council would reconvene the meeting at 6:43 p.m. There was no action.

B. DISCUSS CITY COUNCIL MINUTES OF THE JUNE 21, 2022 AND JULY 19, 2022 COUNCIL MEETINGS.

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

C. RECEIVE 3RD QUARTER FISCAL YEAR 2022 INVESTMENT REPORT.

Ms. Larison stated that the Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. She provided details about the 3rd Quarter Investment Report of Fiscal Year 2022, ending June 30, 2022. There was discussion.

D. PRESENTATION OF THE CITY OF LOCKHART'S FY 2022-2023 PROPOSED BUDGET AND CONSIDER THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S BUDGET FOR FISCAL YEAR 2022-2023, AND SET TWO PUBLIC HEARINGS ON THE FISCAL YEAR 2022-2023 CITY OF LOCKHART PROPOSED BUDGET.

Ms. Larison stated that according to the City of Lockhart Charter, Article 9, Section 9.07, Public Hearing on Budget, the City Council shall hold a public hearing on the budget submitted and all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item therein contained. According to the Lockhart Economic Development Corporation's bylaws, Article 5, Section 3, Annual Corporate Budget, the President shall submit the budget to the City Council for approval prior to submittal to the Board for final adoption. The City of Lockhart is required by Charter to hold one public hearing on the budget. Staff recommended conducting two public hearings to allow the citizens of Lockhart the opportunity to discuss any item or amount presented in the proposed Fiscal Year 2022-2023 Budget. The dates proposed to conduct the public hearings are August 16, 2022 at 7:30 p.m. and September 6, 2022 at 7:30 p.m. at the Council Chambers located at the Clark Library Annex - 217 South Main Street, 3rd Floor, Lockhart, Texas. The City of Lockhart and the Lockhart Economic Development budget for Fiscal Year 2022-2023 can be located on the City's website and hard copies are located in City Hall and the City Library. Ms. Larison provided information regarding the City of Lockhart's proposed Fiscal Year 2022-2023 budget and the Lockhart Economic Development Corporation's Fiscal Year 2022-2023 budget. There was discussion.

E. DISCUSSION REGARDING ORDINANCE 2022-34 ADOPTING A CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY FOR CITY COUNCIL MEMBERS AND CITY BOARD/COMMISSION MEMBERS.

Mr. Akers stated that the Council has discussed the Ethics ordinance several times. He provided a brief explanation about a few corrections to the proposed ordinance than what was included in the council packet. There was discussion.

F. DISCUSSION REGARDING DOWNTOWN ALCOHOL BEVERAGE REGULATIONS & ENFORCEMENT.

Mayor White suggested that regulations about alcohol consumption in city streets and sidewalks in the downtown area be considered since there are various types of community events or festivals being held in the downtown area.

Mr. Akers stated that, currently, special event hosts in the downtown area where alcohol will be consumed, must obtain approval through a special activity permit from the Lockhart Police Department and obtain a temporary permit through the Texas Alcoholic Beverage Commission (TABC).

There was discussion regarding different outdoor events, such as festivals, community events, or music events that serve alcohol or allow individuals to bring their own alcohol.

Mr. Akers stated that TABC's regulations about on-premise consumption provides that alcohol is served inside the business establishment where it was purchased and is not allowed to be taken outside of the business door or serving area. The city regulates whether alcohol can be consumed on streets and sidewalks such as is currently allowed during downtown events, festivals and music events.

Mayor White requested the following to address the Council:

Casey Wilcox, downtown business owner, stated that it is up to a business with an on-premise TABC license to make sure that the individual does not leave the premises with alcohol. The downtown businesses request clarification about whether a person can consume alcohol that was purchased at a convenience store while walking on the sidewalk in the downtown area.

Ronda Reagan, 412 W. San Antonio, stated that during a Sip-n-Stroll event, the TABC permit process required the city to provide a letter authorizing consumption of alcohol during the event and a detailed outline showing the walking route, on sidewalks, where the alcohol would be consumed. She stated that during events, such as music events, some visitors consume alcohol outside the businesses, such as tail gaiting. Downtown businesses request clarification about the off-premise consumption of alcohol while walking on city streets and sidewalks.

Sally Daniel, 103 E. San Antonio Street, stated that the business owners need clarification about which events require approval of a special activity permit through the Lockhart Police Department. She also requested clarification about whether alcohol is allowed to be consumed on streets and sidewalks while walking in the downtown area.

James Lee, 100 E. Market, requested clarification about whether alcohol is allowed to be consumed while walking in the downtown area anytime or only with the approval of a special activity permit.

Mayor White stated that staff will invite a TABC officer to a future special meeting to discuss options and to consider regulations.

G. DISCUSSION REGARDING THE NOMINATION OF PHYLLIS EGGIMANN TO THE LOCKHART HISTORICAL PRESERVATION COMMISSION BY COUNCILMEMBER BRAD WESTMORELAND WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mr. Westmoreland stated that Ms. Eggimann withdrew her application for the Lockhart Historical Preservation Commission.

H. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no discussion.

RECESS: Mayor White announced that the Council would recess for a break at 7:27 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor White called the special meeting to order at 7:42 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested the following to address the Council:

Erin Martinez, Citizen, expressed concern about stray animals in Caldwell County. She stated that stay animals are a nuisance when walking or riding bikes and asked what the city will do about controlling stray animals. Mayor White replied that city staff will respond to her inquiry.

ITEM 4-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-22-19 BY CHANDRESH GOHEL ON BEHALF OF SSPC DEVELOPMENT, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-35, FOR A ZONING CHANGE FROM *AO AGRICULTURAL-OPEN SPACE DISTRICT* TO *CHB COMMERCIAL HEAVY BUSINESS DISTRICT* ON 8.827 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 1717 NORTH COLORADO STREET (US 183).

Mayor White opened the public hearing at 7:46 p.m.

Mr. Fowler stated that this item is the rezoning of 8.827 acres located at 1717 North Colorado Street from AO Agricultural and Open Space District to CHB Commercial Heavy Business District. The property is located on the west side of North Colorado Street, south of the Colorado Street/US 183 and SH 130 Interchange. The property is currently the site of a residence and several agricultural accessory structures. The site's vicinity is currently mostly agricultural with several houses to the south along North Colorado Street and North Pecos Street. However, on July 19, 2022, the two properties across North Colorado Street were rezoned to a combination of Residential High Density and Commercial Medium Business. This site has adequate water availability, but is past the current northern terminus of the city's sewer system. Sewer service could be provided to the site as part of the process of extending service to neighboring properties, as addressed in a study prompted by three recent zoning change requests along North Colorado Street. The site is well-suited to the proposed commercial zoning due to its location and long frontage along North Colorado Street. Although the parcel is designated for Low Density Residential in the Future Land Use Plan, single-family residential is unlikely to be built along this high-speed road frontage, and would be more likely to be developed in the area to the west of the subject parcel, further away from US 183. The Planning and Zoning Commission held a public hearing regarding the proposed zoning change at their meeting on July 27, 2022. No nearby residents spoke at the hearing. City staff has not received any letters or calls as a result of the notification of neighboring properties. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested the applicant to address the Council.

Chandresh Gohel, applicant, stated that they would like to develop the property as commercial heavy business to allow for a business such as a hotel.

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

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-35, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND CONSIDER GRANTING A PETITION BY THOMAS STAUB ON BEHALF OF ROED PROP CO, LLC FOR APPROVAL OF ORDINANCE 2022-36 ANNEXING 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 INTO THE CITY LIMITS, APPROVING AN ANNEXATION SERVICE AGREEMENT FOR SAID PROPERTY, AND ASSIGNING THERETO A ZONING CLASSIFICATION OF *AO AGRICULTURAL-OPEN SPACE DISTRICT* AND AMENDING THE ZONING MAP ACCORDINGLY.

Mayor White announced that there was an issue with the publication, therefore the item will be postponed until the first meeting in September.

Councilmember Michelson made a motion to postpone the item to the September 6, 2022 meeting. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA.

Mayor Pro-Tem Sanchez requested that consent agenda item 5A be pulled to allow the minutes to be approved separately.

Mayor Pro-Tem Sanchez made a motion to approve the June 21, 2022 and consent agenda 5B. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

Councilmember McGregor made a motion to approve the minutes of the July 19, 2022 Council meeting. Councilmember Mendoza seconded. The motion passed by a vote of 6-0-1, with Mayor Pro-Tem Sanchez abstaining.

The following are the consent agenda items that were approved:

5A: Approve City Council minutes of the June 21, 2022 and July 19, 2022 Council meetings.

5B: Accept 3rd Quarter Fiscal Year 2022 Investment Report.

ITEM 6-A. PRESENTATION OF THE CITY OF LOCKHART'S FY 2022-2023 PROPOSED BUDGET AND CONSIDER APPROVAL OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S BUDGET FOR FISCAL YEAR 2022-2023, AND SET TWO PUBLIC HEARINGS ON THE FISCAL YEAR 2022-2023 CITY OF LOCKHART PROPOSED BUDGET.

Councilmember McGregor made a motion to approve the Lockhart Economic Development Corporation's Fiscal Year 2022-2023 budget, and to set two public hearings on the City of Lockhart's proposed Fiscal Year 2022-2023 budget on August 16, 2022 and September 6, 2022 at 7:30 p.m. at the Clark Library, Council Chambers, 217 S. Main Street. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-34 ADOPTING A CODE OF ETHICS AND ANTI-DISCRIMINATION POLICY FOR CITY COUNCIL MEMBERS AND CITY BOARD/COMMISSION MEMBERS.

There was discussion.

Councilmember McGregor made a motion to approve Ordinance 2022-34, as revised. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION REGARDING DOWNTOWN ALCOHOL BEVERAGE REGULATIONS & ENFORCEMENT.

CONSENSUS: After discussion, the consensus of the Council was to hold a special meeting to discuss TABC regulations and city ordinances pertaining to consuming alcohol on streets and sidewalks. A TABC Representative will be invited to attend to clarify regulations.

ITEM 6-D. CONSIDER THE NOMINATION OF PHYLLIS EGGIMANN TO THE LOCKHART HISTORICAL PRESERVATION COMMISSION BY COUNCILMEMBER BRAD WESTMORELAND WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mayor White announced that Ms. Eggimann withdrew her application.

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

There was no discussion.

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

- Movies in the Park - *Jungle Cruise* on August 6.
- Public Safety Fair on August 6.
- Sales tax holiday for school supplies: August 5 – 7.
- Update regarding Civil Service examinations for Public Safety positions.
- Water consumption/conservation update.
- Carrizo Groundwater Supply project update.

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

Mr. Mendoza stated that he attended an informative seminar about government last week. He invited everyone to join in a prayer session on Sunday evenings, for the next three weeks, before school begins.

Mayor Pro-Tem Sanchez expressed condolences to the families of Christol Cookey Eckford, Rosa Peralez Perez, Primitivo Moreno, Delfina Balandran, Maria Villalpando, Charles Branch, John Hinnenkamp, Ruben Capello and Lorraine Whittemore for their loss. She thanked the local churches that held vacation bible school for the youth this summer. She congratulated St. Mary's Catholic Church for a successful Jamaica.

Councilmember McGregor invited everyone to First Friday. She encouraged everyone to stay safe.

Mayor White wished students and school staff a successful and safe school year. He stated that city staff is working hard to finish Maple Street repairs before school begins. He thanked the Council for taking care of important city topics.

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Consultation with City Attorney regarding Code of Ethics.

The Council did not enter Executive Session.

ITEM 10. OPEN SESSION. DISCUSSION AND/OR ACTION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION.

There was no discussion or action.

ITEM 11. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:18 p.m.

PASSED and APPROVED this the 6th day of September, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

AUGUST 16, 2022

6:30 P.M.

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

Council present:

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

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor (via Zoom)
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
Jesse Bell, Police Captain
Pam Larison, Finance Director
Travis Hughes, Parks Director

Connie Constancio, City Secretary
Julie Bowermon, Civil Service Director
Ernest Pedraza, Police Chief
Dan Gibson, City Planner
David Fowler, Senior Planner
Cean Charles, EMS Director

Citizens/Visitors Addressing the Council: Diana Coker of the Lockhart Area Senior Citizen Activity Center; Thomas Hughes, Citizen; and Travis Krause of KBar Group.

Work Session 6:30 p.m.

Mayor White announced that the work session and advised the Council, staff and the audience that staff would provide information and explanations about the following items:

DISCUSSION ONLY

Mayor White introduced Cean Charles as the new EMS Director. Mr. Charles provided information about his extensive public safety background.

A. DISCUSS THE ANNUAL SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SERVICE AGREEMENT FOR 2022-2023.

Ms. Larison stated that the City of Lockhart annually reviews and renews a service agreement with Motorola Solutions, Inc. for maintenance, repairs, and replacement of the 700/800 mhz radio infrastructure system which supports radio communications for the City of Lockhart, Concessions Group, Caldwell County, City of Luling, and City of Martindale. According to an existing interlocal agreement with each entity, the City of Lockhart is responsible for billing each entity according to the number of radio units owned and in operations in the system. The current total number of radios on the infrastructure system is 765, of which the City of Lockhart owns 205 radios (26.8%) and our share of the service agreement for the fiscal year of 2022-2023 would be \$42,345. The service agreement is for the fiscal year from October 1, 2022 through September 30, 2023. The total amount of the 2022-2023 agreement reflects a 3% increase from last year's agreement. Ms. Larison recommended approval. There was discussion.

Mayor White announced that Councilmember Kara McGregor will be attending the meeting via Zoom.

B. DISCUSS INTERLOCAL AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT AND CITY OF LOCKHART REGARDING SCHOOL RESOURCE OFFICERS.

Chief Pedraza stated that this interlocal Cooperation Agreement between the Lockhart Independent School District (ISD) and the City of Lockhart is to set forth guidelines to ensure that the Lockhart Police Department and Lockhart ISD have a shared understanding of the role and responsibility of each in maintaining safe schools, and supporting educational opportunities for all students. This agreement is for the 2022-2023 school year. The Lockhart Police department will provide one additional School Resource officer. The additional School Resource officer will be at the rank of Sergeant and will be paid at 100% of his salary during the school calendar year plus two additional days as per Article 6, Section 6.2 of the agreement. Historically, the agreement between the Lockhart ISD and the City of Lockhart has been 30% of the supervisor's salary during the school calendar year. Chief Pedraza recommended approval. There was discussion.

C. DISCUSS REQUEST BY LOCKHART AREA SENIOR CITIZEN ACTIVITY CENTER (LASCAC) TO RENEW LEASE AGREEMENT AT 901 BOIS D' ARC STREET TO PROVIDE PUBLIC SERVICES TO SENIOR CITIZENS AND THE COMMUNITY.

Mr. Kelley stated that the LASCAC has provided beneficial services to the seniors of Lockhart for the past 20 years. Their current lease is set to expire on the 31st of August 2022. LASCAC has requested that the property lease be renewed for an additional five (5) years to enable them to continue to provide service to the community. LASCAC currently leases approximately 6,700 square feet of space on the first floor of 901 Bois D' Arc that includes an activity center, workout room and kitchen along with an onsite thrift store. The lease requires the LASCAC to provide general liability insurance naming the City of Lockhart as an additional insured (\$1,000,000/ \$3,000,000/ \$50,000), to maintain 501 (c)(3) status, pay for onsite utilities (Telephone, Gas, Electricity), and operate a minimum six (6) hours a day for five (5) days a week. Mr. Kelley recommended approval. There was discussion.

Diana Coker, Board member of the LASCAC provided information about the services that they provide to the elder citizens and the community. She requested approval of renewing the lease.

D. DISCUSSION REGARDING SETTING THE 2022 COMBINED MAINTENANCE AND OPERATIONS AND INTEREST AND SINKING PROPOSED PROPERTY TAX RATE OF THE CITY OF LOCKHART.

Ms. Larison stated that action taken by the City Council in reference to the property tax rate is required by the State of Texas in adherence with the Truth-In-Taxation laws. If the proposed tax rate exceeds either the no new revenue rate or voter approval rate, a record vote must be taken to place a proposal to adopt the rate on the agenda for a future Council meeting. If the motion passes, the Council must schedule and announce the date, time, and location of one public hearing regarding the proposed tax rate set by the Council. As directed by Council, the public hearing is scheduled on September 6, 2022, at 7:30 p.m. in the Council Chambers located in the Clark Library Annex - Council Chambers, 217 South Main Street, 3rd floor, Lockhart, Texas. Senate Bill 2 has limited the percentage increase from No New Revenue to Voter Approval Rate by 3.5% but has added a new unused incremental rate adjustment. Because of this, the City's adjusted Voter Approval Rate has been increased by the unused incremental rate received from last year, which is 0.0228/\$100 setting the new Voter Approval Rate to 0.6007/\$100 assessed valuation. There was discussion regarding the proposed 2022 property tax rate.

E. UPDATE FROM THE POLICE DEPARTMENT CONCERNING THE ANIMAL SHELTER & ANIMAL CONTROL POLICIES.

Chief Pedraza stated that a consultant was hired to conduct a Lockhart Animal Services Performance Program Evaluation Report. The report included several recommendations for the Lockhart Animal Shelter (LAS), which were approved by the City Council. As a result, in 2021, the Lockhart Animal Shelter was assigned to the Lockhart Police Department. The main phone number for the LAS was assigned to the main phone number of the Police Department. The policies and procedures manual has been updated and distributed to LAS employees. Field personnel communicate through police dispatch and calls for service for residents go directly through the police department for dispatch. The telephone system has also been upgraded at the LAS. Staff recently initiated a RFQ to contract with a veterinarian to oversee the shelter's sanitation and animal care responsibilities. Staff has been in communication with stakeholders, such as Take Me Home, Caldwell County Animal Coalition, Lockhart Lionhearts, Luling Animal Shelter Manager, and Bastrop Animal Shelter Manager to review animal limitation and breeding restriction ordinances, and a trap and neuter release program. Currently, the Animal Shelter has three full-time and two part-time animal shelter employees. Because the consultant recommended the staffing for the animal shelter to be 2.47 shelter attendance, staff is recommending adding two additional full-time shelter attendants and reducing the part-time position to one. Adding the additional staff would meet the recommended staffing by the consultant. There was discussion.

F. DISCUSS ORDINANCE 2022-38 ESTABLISHING THE CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; AND REPEALING UN-CODIFIED ORDINANCE 2019-16.

Ms. Bowermon stated that in compliance with civil service, the number of classified police and fire positions are set by an ordinance, which is referred to as the "Strength of Force." The proposed ordinance increases the number of sergeants in the Lockhart Police Department from 4 to 6. The first additional sergeant being added in proposed Ordinance 2022-38 is a result of the interlocal agreement between the Lockhart Independent School District and the City of Lockhart to provide an additional School Resource Officer during the 2022-2023 school year. The second additional sergeant being added in proposed Ordinance 2022-38 pertains to the reassignment of the Animals Services Division from Public Works to the Police Department. Recommendations made in the Animal Control & Care Academy Program Evaluation Report included reassigning the administration of Animal Services to the Police Department, which has knowledge of public safety and health issues, and creating additional administrative support such as a Police Sergeant. During the October 19, 2021 City Council meeting, City Councilmembers and City Staff participated in a lengthy discussion regarding Animal Services, reassignment, and the future need to create an additional Police Sergeant that would be assigned supervision of the Animal Services Division operations. The consensus was that City Staff would return back to the City Council with an ordinance, as discussed. With reassignment to the Police Department complete, proposed Ordinance 2022-38 increases the number of Police Sergeants as discussed during the October 19, 2021 City Council meeting. There was discussion.

G. DISCUSS RESOLUTION 2022-29 DISAPPROVING THE CALDWELL COUNTY APPRAISAL DISTRICT'S FISCAL YEAR BUDGET FOR 2023.

Mayor White stated that he contacted several other taxing entities about the large employee wage increases that the Caldwell County Appraisal District (CCAD) included in their 2023 budget. They also expressed concern about the large salary increases. The CCAD has contracted an outside firm to conduct a salary survey, which concluded that the salaries should be increased yet the taxing entities believe that the salary increases should be spread out in three budget cycles. The CCAD is having issues with hiring and retaining good employees because the neighboring appraisal districts pay a significant amount more than

the CCAD. He stated that even though the city has passed the required 30-day notice to formally reject the CCAD's budget, he believed that providing the Lockhart City Council's Resolution disapproving their 2023 budget should still be submitted to the CCAD. Shanna Ramzinski, CCAD Chief Appraiser, stated that the CCAD Board of Directors will meet next week to reconsider the wages in their 2023 budget.

H. DISCUSS ORDINANCE 2022-39 DESIGNATING CITY ELECTION POLLING PLACES AND AMENDING EARLY VOTING HOURS FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 8, 2022.

Ms. Constancio stated that On July 5, 2022, the City Council approved Ordinance 2022-27 ordering the November 8, 2022 General Election for the positions of Councilmember District 1, Councilmember District 2, and Two At-Large Councilmembers, and approved the Joint Election Agreement with the Caldwell County Elections Administrator (County EA) to conduct the election on behalf of the City of Lockhart. Early voting dates and times were included in the Ordinance 2022-27, which have changed. Polling locations were not included in Ordinance 2022-27 because the County EA was working on designating polling locations. Ordinance 2022-39 provides accurate details about the early voting dates and times, and Election Day polling locations as approved by the Caldwell County Commissioners Court on August 9, 2022. Ms. Constancio recommended approval.

I. DISCUSS THE NOMINATION OF YOLANDA STREY TO THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION BY COUNCILMEMBER DAVID BRYANT WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mayor White stated that the nomination will return to the Council for a vote during the next meeting.

J. DISCUSS THE NOMINATION OF THOMAS HUGHES TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Mayor White stated that the nomination will return to the Council for a vote during the next meeting.

Mayor White invited Thomas Hughes to address the Council.

Thomas Hughes stated that he is a pilot, owns an airplane is interested in serving on the Airport Advisory Board.

RECESS: Mayor White announced that the Council would recess for a break at 7:45 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:55 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 ON APPLICATIONS ZC-22-08 AND PDD-22-01 BY JAMES TRAVIS KRAUSE ON BEHALF OF PATTON 3, LLC AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-37 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) POSTPONED ON JULY 5, 2022, TO AUGUST 16, 2022.

Mayor White opened the public hearing at 8:00 p.m.

Mr. Fowler stated that James Krause, the applicant, proposed a zoning change and development plan for 19.798 acres of land on the east side of Patton Road, and between State Park Road and Center Street, from RLD to PDD. The property is addressed as 903 State Park Road. The proposal is to build a townhouse development. This agenda item encompasses both ZC-22-08 for the zoning change and PDD-22-01 for the development plan. The Planning and Zoning Commission considered the zoning change and PDD development plan at its June 22, 2022 meeting. As submitted, the project had 246 townhouses, mostly on 20-foot by 90-foot lots. The proposed development was two and three-story townhouses with one and two car garages. Among the notable features in the proposed development were an internal network of local streets resulting in eight connections to outside streets and the upgrading of Patton Road into a collector. Patton Road would be the location of the development's intersection with State Park Road (FM 20), so the development would not have a direct entrance to the busy, high-speed road. The development was designed to minimize negative external visual impact, with no garages fronting on Patton or Center Streets and only two-story units backing to the homes on the west side of San Jacinto Street. The proposed layout also included a central park space and greenbelts with mid-block walkways throughout the development. The dedicated amenity and park lots are proposed to be city-owned but maintained by the project's homeowner's association (HOA). After the public hearing, the Commissioners described what they believed were issues with the development's proposed density adding so many residential units to the area. After much discussion with the applicant, the commission voted to recommend approval of the Zoning Change and PDD development plan subject to the condition that the development be redesigned to have a maximum density of 10 units per acre (the original proposed density had been approximately 12.5 units per acre), while addressing several technical comments city staff had made regarding the PDD plan, Subdivision Development Plan, and Preliminary Plat submissions. The applicant has resubmitted the PDD Plan to have 198 residential units on 19.798 acres, or 10.001 units/acre. With the lower density, each townhouse unit became wider, with a building width of 22 feet, as opposed to the original 20 foot width. The reduced density has also resulted in the deletion of any residences from the block that is the site of the project's central park area, making the entire block a park and detention area. The other effect of the reduced density is to make the corner lots much wider, allowing for larger lot widths and side setbacks for the corner units. Several residences that would have had narrow street frontages at the southeast corner of Roku Lane and Michelle Avenue were also eliminated in the redesign of the PDD plan. Mr. Fowler stated that the Planning and Zoning Commission recommended approval of the zoning change and the PDD plan subject to the condition that the project's overall density was reduced to 10 units per acre and that the townhouses' driveways were clustered to allow for more on-street parking, and that staff recommends approval of Ordinance 2022-37, including applications ZC-22-08, changing the zoning from RLD Residential Low Density District to PDD Planned Development District, and PDD-22-01, the PDD Development Plan, for 19.798 acres located at 903 State Park Road (FM 20). There was discussion.

Mayor White requested the applicant to address the Council.

Travis Krause, applicant, provided details and there was discussion regarding the proposed development of Townhouses. He recommended approval of the zoning change.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:46 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2022-37, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING FOR THE CITY OF LOCKHART AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2022-2023 BUDGET.

Mayor White opened the public hearing at 8:40 p.m.

Ms. Larison stated that the City Charter requires that the City Council hold one public hearing for the City of Lockhart budget to allow for public comments. It was staff's recommendation to hold two hearings to allow citizens two opportunities to comment on the proposed budget. This is the first public hearing. The second public hearing will be held at 7:30 p.m. on September 6, 2022 in the Clark Library Annex, Council Chambers, 217 South Main Street, Lockhart.

Mayor White requested citizens in favor of or against the proposed budget to address the Council. There were none. He closed the public hearing at 8:43 p.m.

ITEM 6-F. DISCUSSION AND/OR ACTION REGARDING PARK AND RECREATION CAPITAL AND OPERATIONAL PRIORITIES.

Mr. Hughes provided information and there was discussion regarding the following:

Goals Guiding the Development & Implementation of 2018 Master Plan:

- Goal 1 -Recreational Facilities Should be Multi-purpose and Adaptable
- Goal 2 -Recreational Improvements Should be Shared if Appropriate
- Goal 3 -Preserve Open Spaces and Acquire Additional Park Land
- Goal 4 -All Parks Should be Accessible to All Citizens/Users
- Goal 5 -Relationship Between Recreation/Parks and Economic Development
- Goal 6 -New Subdivisions Should Pay for Their Own Recreation Facilities
- Goal 7 -Park Equipment Should be Renovated/Replaced Every 15-20 Years
- Goal 8 -More Recreation Facilities Place a Financial Responsibility on City
- Goal 9 -Recreational Opportunities Should Celebrate the Variety of Cultures
- Goal 10 -Recreation Should be Coordinated to Avoid Duplication
- Goal 11 -Recreation Should be Integrated with Other Public Services
- Goal 12 -Citizens Should be Involved in all Phases of Planning for Recreation
- Goal 13 -Local Recreation Should be Integrated with Regional/State Plans

Needs Based on 2017 Online Survey Results (Rank Ordered):

- General Park & Facility Upgrades
- Aquatics Upgrades
- Trails & Connectivity
- Adult Sports
- Existing Sports Complex Upgrades

- Indoor Recreation
- Events & Event Space

Facilities Challenges:

- Park Facilities
Aging Amenities, Aesthetics, Lighting, Security
- Park Space
Current Acreage = 115 acres Future Need (2027) = 165 acres (+50)
- Population Proximity to Existing Parks
More than a 15 Minute Walk for Two Quadrants of the City
- Trails & Connectivity
Connecting Neighborhoods to Parks and Parks to Each Other
- Existing Recreation Complex Upgrades
Swimming Pool, Soccer Complex, Little League Complex
- Indoor Recreation Facility
Identified as a Recreational Need in the 2017 Citizen Survey

Recreation Programming Challenges:

- Youth Sports/Activities
Support Existing (soccer/baseball), Expand Offerings, Aquatics, Camps
- Adult Sports/Activities
Non-existent
- Recreation Leagues
Facilities, Referees, League Supervision

Current Facilities Analysis - Nine Existing Developed Parks:

- Existing Parks Facilities
Generally Old and Need Replacement (Restrooms, Picnic tables, Play Structures, Bridges, Swing Sets, Way Finding)
- Trails & Connectivity
4 Parks are Connected by Trails (Pecos, Navarro, Arredondo, City Park)
- Safety and Security
Need to be Improved (lighting, cameras, locking restrooms)
- Increase Shade and Seating
Trees, Shade Structures, Benches, Picnic Tables

Priorities for Development

Short Term:

- Renovate Existing Park Facilities (create plans for each park -rank ordered)
-City Park, Lions Park, Soccer Complex, Maple Park, Nueces Park, Pecos Park, Braun Park, Navarro Park, Arredondo Park.
- Add Amenities to Existing Facilities
Splash Pads, Seating, Shade, Trees, Trails, Lighting
- Improve Athletic Fields
Grading, Irrigation, Turf Grass, Seating, Lighting
- Connections
Trails and Sidewalks

Long Term:

- Aquatic Facility to Replace Existing Facility
- City Park Upgrades to Event Spaces and Amphitheater
- Indoor Recreation Facility

There was also discussion regarding current city park amenities, different types of pavilion options, outdoor and indoor swimming pool options, amphitheater examples, ballfield updates, and proposed rubberized playground surfaces.

ITEM 5. CONSENT AGENDA.

Councilmember Michelson made a motion to approve consent agenda items 5A, 5B, and 5C. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 5A: Approve the Annual Service Agreement with Motorola Solutions, Inc. and authorize the City Manager to execute the Service Agreement for 2022-2023.
- 5B: Approve Interlocal Agreement between Lockhart Independent School District and City of Lockhart regarding School Resource Officers
- 5C: Approve request by Lockhart Area Senior Citizen Activity Center (LASCAC) to renew lease agreement at 901 Bois D' Arc Street to provide public services to senior citizens and the community.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING SETTING THE 2022 COMBINED MAINTENANCE AND OPERATIONS AND INTEREST AND SINKING PROPOSED PROPERTY TAX RATE OF THE CITY OF LOCKHART.

Ms. Larison stated that information about the proposed tax rate was discussed during the work session. She requested that the Council vote on a set the 2022 tax rate and that the Council take a record vote.

There was discussion regarding additional employees for the Lockhart Animal Shelter.

Mayor White read the motion as follows:

Mayor White made a motion to set the City of Lockhart's current ad valorem tax rate at 0.6006; which includes a debt rate of 0.1502 and a maintenance and operations rate of 0.4504 and authorize staff to place on the agenda for adoption by ordinance on September 6, 2022.

The record vote is as follows:

Mayor Lew White - for
Mayor Pro-Tem Angie Gonzales-Sanchez - for
Councilmember Juan Mendoza - for
Councilmember David Bryant - for
Councilmember Kara McGregor - for
Councilmember Jeffry Michelson - for
Councilmember Brad Westmoreland - for

The motion passed by a vote of 7-0.

ITEM 6-B. UPDATE FROM THE POLICE DEPARTMENT CONCERNING THE ANIMAL SHELTER & ANIMAL CONTROL POLICIES.

Mayor White announced that the presentation was made during the work session.

There was discussion regarding presenting a list of items that have been completed at the animal shelter at a future council meeting.

Councilmember Bryant made a motion to approve the update report about the Lockhart Animal Shelter. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-38 ESTABLISHING THE CLASSIFICATIONS WITHIN THE POLICE DEPARTMENT AND AUTHORIZING THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION; AND REPEALING UN-CODIFIED ORDINANCE 2019-06.

Councilmember Michelson made a motion to approve Ordinance 2022-38, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2022-29 DISAPPROVING THE CALDWELL COUNTY APPRAISAL DISTRICT'S FISCAL YEAR BUDGET FOR 2023.

Mayor White made a motion to approve Resolution 2022-29, as presented and directed staff to send to the Caldwell County Appraisal District. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2022-39 DESIGNATING CITY ELECTION POLLING PLACES AND AMENDING EARLY VOTING HOURS FOR THE JOINT ELECTION OF THE CITY OF LOCKHART AND CALDWELL COUNTY TO BE HELD ON NOVEMBER 8, 2022.

Councilmember Westmoreland made a motion to approve Ordinance 2022-39, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-F. DISCUSSION AND/OR ACTION REGARDING PARK AND RECREATION CAPITAL AND OPERATIONAL PRIORITIES.

Mayor Pro-Tem Sanchez made a motion to approve the report, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 6-G. DISCUSSION AND/OR ACTION REGARDING SIDEWALK REHABILITATION AND REPLACEMENT PROJECTS FOR FISCAL YEAR 2022-2023.

Mr. Kelley stated that staff has received increasing inquiries about sidewalk replacement and maintenance. For the last several months, City Council and staff have considered potential ordinances and programs to address deficient sidewalks throughout the city. However, no specific policy has been adopted. Staff also inventoried and assessed deficiencies in sidewalks using criteria like surrounding municipalities. During the May 17, 2022 City Council meeting, the Council designated projects that would be funded by a tax note. Those projects include replacing/repairing deficient sidewalks that are in the most critical need for repair, in the amount of up to \$350,000. Addressing the suggested repairs from staff's initial assessment will bring many sidewalks in compliance with conventional standards, and it will ease future sidewalk maintenance needs. There was discussion.

Mayor Pro-Tem Sanchez made a motion to approve the report about sidewalks. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-H. CONSIDER THE NOMINATION OF YOLANDA STREY TO THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION BY COUNCILMEMBER DAVID BRYANT WITH A TERM TO EXPIRE IN NOVEMBER 2022.

Mayor White announced that the motion for appointment will be held during the next Council meeting.

ITEM 6-I. CONSIDER THE NOMINATION OF THOMAS HUGHES TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER KARA MCGREGOR WITH A TERM TO EXPIRE IN NOVEMBER 2023.

Mayor White announced that the motion for appointment will be held during the next Council meeting.

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

Mayor White encouraged everyone to stay safe.

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

- Evening with the Authors met on August 11, 2022 in the Clark Building at 6:00 p.m. to discuss the 2022 EWA event that will be held in the Library.
- The Library will offer a Medicare education class on Friday, August 19, 2022 in the Clark Library Building at 2:30 p.m.
- Caldwell County is hosting a Community Collection Event on Saturday, August 20, 2022, 8 a.m. – noon, or when dumpsters are full. It will be held at 423 San Marcos Hwy, west of downtown Luling.

ITEM 7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST.

Councilmember Mendoza congratulated Water Tree for being open for seven years. He wished the students and school staff good luck during the new school year. He announced that he has filed for a place on the ballot for Councilmember District 1.

Mayor Pro-Tem Sanchez expressed condolences to family of Angela Allred for their loss. She wished students and school staff good luck during the new school year. She congratulated Louis and Connie Amaya for their generosity in giving free backpacks to students in the Lockhart and Uvalde communities.

Councilmember McGregor thanked city staff for preparing technology to allow her to attend tonight's meeting remotely. She wished students well during the new school year and encouraged everyone to stay safe.

Councilmember Bryant wished students and school staff good luck during the new school year.

Councilmember Michelson thanked city staff for the updates and hard work on future city improvements. He wished students and school staff good luck during the new school year. He encouraged everyone to stay safe.

Mayor White wished students and school staff good luck during the new school year. He thanked all involved with the free school supply distribution in Uvalde, which was very much appreciated by the Uvalde community. He provided an update about improvements on Maple Street that will be completed soon. He stated that he has met with one candidate for the Municipal Court Judge position and stated that an Executive Session will be held during the next meeting for Council to interview.

ITEM 8. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:58 p.m.

PASSED and APPROVED this the 6th day of September 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

AUGUST 25, 2022

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Brad Westmoreland

Council absent:

Councilmember Kara McGregor
Councilmember Jeffry Michelson

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
David Fowler, Senior Planner

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Ernest Pedraza, Police Chief

Citizens/Visitors Addressing the Council: Oliver Johnson, Sarah Fricke and Stephine Connelly of the Texas Alcoholic Beverage Commission; Jonathan Gonzales of the Greater Caldwell County Hispanic Chamber of Commerce; and Citizens: Taylor Burge, Sally Daniel, Alexandra Worthington, and Ronda Reagan.

ITEM 1. CALL TO ORDER.

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

ITEM 2-A. DISCUSSION AND/OR ACTION REGARDING DOWNTOWN ALCOHOL BEVERAGE REGULATIONS & ENFORCEMENT.

Mayor White stated that the meeting will consist of general discussion regarding alcohol related events in the downtown district, how businesses can make the best use of the opportunities and continue to operate as a downtown business responsibly with regard to alcohol. He stated that Mr. Akers reviewed the city's current ordinances and will ask questions to Representatives of the Texas Alcoholic Beverage Commission (TABC).

Mr. Lewis introduced the following TABC Representatives:

Oliver Johnson, Major, Enforcement Division
Sarah Fricke, Regional Licensing Supervisor, Licensing Division
Stephine Connelly, Auditor, Audit and Investigations Division

Mayor White announced that Councilmembers Kara McGregor and Jeffry Michelson were not able to attend the meeting.

Mr. Akers provided information regarding the City of Lockhart's current ordinances that does not allow consumption of alcoholic beverages on city streets or sidewalks, without approval of a special activity permit through the Lockhart Police Department.

There were questions and answers with the TABC Representatives.

TABC Representatives clarified that they are only authorized to regulate the parameters of the license premises of the TABC permit. The consumption of alcohol on city streets and sidewalks is enforceable by the city, not TABC.

Mayor White requested the following to address the Council:

Taylor Burge, 406 S. Church Street, requested that the City allow citizens to drink alcoholic beverages on sidewalks in the downtown district on a daily basis, not only during special events.

Mayor White clarified that there are some instances where a business owner's property in the downtown district extends to the sidewalk, and some to the street. The City is currently researching property ownership of sidewalks in the downtown district.

Sally Daniel, 113 E. San Antonio Street, Alexandra Worthington, 701 Campbell, Ronda Reagan, 412 W. San Antonio Street, and Jonathan Gonzales of the Hispanic Chamber of Commerce conducted a question and answer session with TABC Representatives regarding TABC regulations.

Mayor White thanked the TABC Representatives for attending the meeting to provide their expertise and guidance in regard to TABC regulations and alcohol consumption in the downtown district.

ITEM 3. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 5-0. The meeting was adjourned at 7:48 p.m.

PASSED and APPROVED this the 6th day of September 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: September 6, 2022

AGENDA ITEM CAPTION: Approve revised Joint Election Agreement for Election Services with Caldwell County Elections Administrator to conduct the City of Lockhart's November 8, 2022 General Election.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On March 1, 2022, the City Council approved a contract for joint election services with the Caldwell County Elections Administrator to conduct the City of Lockhart's General Election on November 8, 2022.

Since that date, Kimber Daniels, Caldwell County Elections Administrator, informed staff that the County's Attorney has revised the Joint Election Agreement.

After comparing and reviewing the agreements, the revised agreement adds details about the election, such as early voting dates and times, and requires each participating entity to sign the document.

Details about the costs of services remain the same. The City of Lockhart will pay a 10% Administrative Fee of the total cost of the election plus a ratio formula shared between participating entities.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: Approximately \$40,000

Account Number: 100-5101-703

Funds Available: \$40,000

Account Name: Elections

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On March 1, 2022, Council approved a Joint Election Agreement that has since been revised by the Caldwell County Attorney.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: County Joint Election agreement, Contract approved on March 1, 2022

**JOINT ELECTION AGREEMENT
BETWEEN
CALDWELL COUNTY, TEXAS
AND**

**CITY OF LOCKHART, LOCKHART INDEPENDENT SCHOOL DISTRICT, CITY OF MARTINDALE, CITY OF
MUSTANG RIDGE, MAXWELL SPECIAL UTILITY DISTRICT, WAELDER INDEPENDENT SCHOOL
DISTRICT, AUSTIN COMMUNITY COLLEGE, EDWARDS AQUIFER AUTHORITY AND BARTON
SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT**

**FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD
TUESDAY, NOVEMBER 8, 2022**

This Joint Election Agreement and Election Service Contract is made this 23rd day of August, 2022, by and between Caldwell County, and the City of Lockhart, Lockhart Independent School District, City of Martindale, City of Mustang Ridge, Maxwell Special Utility District, Waelder Independent School District, Austin Community College, Edwards Aquifer Authority and Barton Springs/Edwards Aquifer Conservation District hereinafter referred to as "Participating Authorities".

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

WHEREAS, the State and County General and Special Elections will be held on November 8, 2022, at Polling Places within overlapping political boundaries of Participating Authorities.

WHEREAS, the Participating Authorities and the citizens and voters of Caldwell County would benefit from a joint election on November 8, 2022;

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

GENERAL CONDITIONS

1. EARLY VOTING

- A. The Caldwell County Elections Administrator (the "Administrator") will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed by the Administrator as needed to process early voting mail and to conduct early voting at the main location and branch locations. The names of Early Voting Clerks may be obtained from the Administrator.
- B. Early voting by personal appearance will be conducted on weekdays beginning Monday, October 24, 2022, through Saturday, October 29, 2022, between 8:00 a.m. and 5:00 p.m. Monday, October 31, 2022, through Wednesday, November 2, 2022, between 8:00 a.m. and 5:00 p.m.; Thursday, November 3, 2022, through Friday, November 4, 2022, between 7:00 am and 7:00 pm. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting polling place or the branch early voting polling places.

MAIN EARLY VOTING POLLING PLACE

CALDWELL COUNTY ELECTIONS OFFICE
1403A BLACKJACK ST, LOCKHART, TX 78644

BRANCH EARLY VOTING POLLING PLACES

Luling Civic Center

300 E Austin, Luling, TX 78648

TEMPORARY EARLY VOTING POLLING PLACES

Uhland Community Center	Tuesday – Wednesday	October 25-October 26	9:00a-6:00p
Lytton Springs Baptist Church	Thursday – Friday	October 27-October 28	9:00a-6:00p
Delhi Fire Department	Tuesday – Wednesday	November 1-November 2	9:00a-6:00p
Three Rivers Community Church	Thursday – Friday	November 3- November 4	9:00a-6:00p

- C. All requests for early voting ballots by mail that are received by a Participating Authority will be transported by runner on the day of receipt to the Administrator, 1403 Blackjack St. Suite A, Lockhart, TX 78644, for processing. Persons voting by mail will send their voted ballots to the Administrator.
- D. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. The Administrator will appoint members of the board and provide a list of members to the participating authority upon request. Participating authority agrees to appoint David Tschirhart as presiding judge of the early voting ballot board.

2. VOTING LOCATIONS

- A. The Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be the usual voting precincts in conducting county elections. The proposed locations are listed in **Attachment "A"** of this Agreement. In the event a voting location is not available, the Administrator will arrange for use of an alternate location and notify Participating Authorities.

3. JOINT ELECTION COSTS: PAYMENT

- A. Payment. The Participating Authorities agree to share the costs of administering the November 8, 2022, Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the Participating Authorities for the Joint Election. The Participating Authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.**

Cost Estimate Not Final. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. The Administrator will provide each Participating Authority with a final invoice of expenses.

- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations. If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

- A. Communication. Throughout the term of this Agreement, the Participating Authorities will engage in ongoing good-faith communications concerning the conduct of the Joint Election and resolution of any problems which might arise regarding the Joint Election.
- B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.

5. RECORDS OF THE ELECTION

- A. The Caldwell County Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 66.001 of the Texas Election Code.
- B. Access to the election records will be available to Participating Authorities as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code. Physical inspection will occur at the Elections Department, 1403 Blackjack St. Suite A, Lockhart, TX, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each Participating Authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of a Participating Authority to bring to the attention of the Administrator any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with the Participating Authority.
- D. A Participating Authority may request the Administrator preserve and store additional documents than those required by Section 66.058, Texas Election Code. If so requested, the Administrator will supply a written invoice for the preservation and storage of the additional records to the requesting Participating Authority. The requesting Participating Authority shall remit payment within thirty (30) days of receipt of the invoice.

6. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. the Administrator will be responsible for the appointment of the presiding judge and an alternate for each polling location. The Administrator shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the The Administrator.

- B. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2020 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to locate a bilingual clerk, the Administrator may contact the Participating Authority who shall assist in locating a bilingual clerk.
- C. The Administrator is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for ensuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.
- D. the Administrator will hold training classes on the use of voting equipment and election laws during September and October 2022, at the Caldwell County Elections Office, 1403 Blackjack St., Lockhart, TX. Additional training classes may be scheduled as needed. Election judges will be notified of additional training sessions. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past five (5) months.
- E. Each election judge will receive \$14.00 per hour and each clerk will receive \$12.00 per hour for their hours worked on Election Day. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$20.00 for attending the class and working Election Day.
- F. the Administrator will employ other personnel, if necessary, for the proper administration of the election, including such part-time help to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

7. SUPPLIES AND PRINTING

- A. The Administrator will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- B. The Administrator will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- C. Participating Authorities shall furnish to the Administrator a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to the Administrator as soon as possible after ballot positions have been determined by the Participating Authority. Participating Authorities will be responsible for proofreading and approving the ballot in so far as it pertains to the Participating Authority's candidates and/or propositions.

8. RETURNS OF ELECTIONS

- A. The Administrator will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

- B. Participating Authorities shall appoint, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, the following central counting station officials.

Manager	Kimber Daniel County Elections Administrator
Tabulating Supervisor	Mayra Calderon Assistant Caldwell County Elections Administrator
Presiding Judge	David Tschirhart

- C. The manager or representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). Participating Authorities, upon request, may require release of returns be given only at a specified location other than from the result center. Participating Authorities that would like the Caldwell County Elections Department's website linked to their website, must provide their web-site address to the Central County Station Manager.
- D. The Administrator will prepare the unofficial canvass report after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event later than eight (8) days after the election. Participating Authorities will be responsible for their official canvass of their respective elections.
- E. The Administrator will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Office if waiver has been granted or denied twenty (20) days before the election.

9. ELECTION REPORTS

The Administrator will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each Participating Authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each Participating Authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

10. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The Administrator will provide the designated entity in the runoff election with an estimate of cost to conduct Participating Authority's runoff.

11. NOTICE

Whenever this agreement requires any consent, approval notice, request, or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Kimber Daniel, PhD
Caldwell County Elections Administrator
1403 Blackjack St. Suite A
Lockhart, TX 78644
512-668-4347

If to the Participating Authority:

12. MISCELLANEOUS PROVISIONS

- A. **Venue and Choice of Law.** Participating Authorities agree that all obligations of the parties created hereunder are performable in Caldwell County, Texas. Venue for any legal matters shall lie in the state district courts of Caldwell County, Texas. Venue for any legal matters in federal court shall lie in the United States District Court for the Western District of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Participating Authority's November 8, 2022, election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. **Breach.** In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- E. **Other Instruments:** The Participating Authorities agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. **Mediation:** When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act

and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- G. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- H. Indemnification. The Participating Authorities will indemnify, defend, and hold harmless the Administrator and Caldwell County for claims and causes of action brought by third-parties based on the Administrator's performance of her obligations under this Agreement.
- I. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

NOVEMBER 8, 2022, JOINT AGREEMENT ACCEPTANCE AND APPROVAL

Ordered this the 23rd day of August, 2022.



HOPPY HADEN, Judge
Caldwell County

LEW WHITE, Mayor
City of Lockhart

Dr RON LILIE, Superintendent
Waelder ISD

Dr STEPHANE CAMARILLO
Deputy Superintendent, Lockhart ISD

Dr NAN MCRAVEN, Board Chair
Austin Community College

KATHERINE GLAZE, Mayor
City of Martindale

RONALD RUIZ, General Manager
Edwards Aquifer Authority

DAVID BUNN, Mayor
City of Mustang Ridge

BLAYNE STANSBURY, Board President
BSEACD

ROBERT KARASCH, Board President
Maxwell Special Utility District

TOM LOFTUS, General Manager
BSEACD

Attachment "A"

**GENERAL ELECTION
November 8, 2022
Election Day Polling Locations
Polls Open from 7:00 a.m. to 7:00 p.m.**

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	Precinct(s) <i>Precinto(s)</i>
Lytton Springs Baptist Church	8511 FM 1854 Dale, 78616	404
St. Mary's Catholic Church Parish Hall	205 W. Pecan Lockhart, 78644	402
St. Mark's Methodist Church	602 E. Live Oak Lockhart, 78644	401
Dale Fire Department	1414 RM 1854 Dale, 78616	400/405
Camino Real Ballroom	20070 Camino Real Dale, 78616	306
Fentress Community Church Hall	Hwy 20/Barber St. Fentress, 78622	305
Boyce Iron	9655 TX 142 Niederwald, 78640	303
Maxwell Fire Station	9655 TX 142 Maxwell, 78656	302
Three Rivers Community Church	103 Main St. Martindale, 78655	300/301
Prairie Lea Civic Center	6899 San Marcos Hwy Prairie Lea, 78611	206
McMahan Women's Community CTR	6022 FM 713 McMahan, 78616	204, 205
McNeil Baptist Church	14304 FM 1322 Luling, 78648	203
Southside Clubhouse	1305 Magnolia Luling, 78648	202
Luling Civic Center	300 E. Austin Luling, 78648	201
American Legion	1501 N Colorado Lockhart, 78644	108
VFW Post 8927 Hall	7007 S US Hwy 183 Lockhart, 78644	104
Grace Lutheran Fellow Ship Hall	108 N Medina Lockhart, 78644	103
Lockhart Evening Lions Club	220 Bufkin Ln. Lockhart, 78644	102, 111
First Lockhart Baptist Church Connection Center	200 S. Blanco Lockhart, 78644	10, 101

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

*Contract
Approved
by Council on
March 1, 2022*

CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

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

WITNESSETH:

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

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

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

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

1. Recruit and appoint qualified persons to serve as presiding election judges and alternate judges and train the judges and clerks; and arrange for the use of polling places.
2. Procure and distribute election supplies, including preparation, printing and distribution of ballots.

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

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

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

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

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

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

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

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

Article 6. General Conditions.

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

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

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

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

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

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

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

Caldwell County Elections Administrator

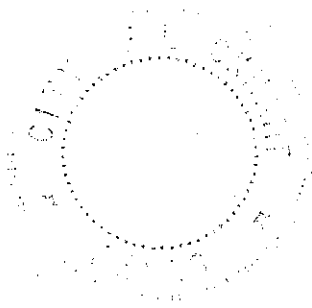

Kimber Daniel, PhD

The City of Lockhart

Lew White
Lew White, Mayor

ATTEST:

Connie Constanancio
Connie Constanancio, TRMC, City Secretary



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Approve Chapter 380 agreement with The Ziegenfelder Co. to provide incentives for economic development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Based in Wheeling, WV, the Ziegenfelder Company is a private, family-owned frozen novelty manufacturer that focuses on producing the highest quality frozen ice treats. Its signature item, Budget Saver Assorted Twin Pops, is commonly referred to as the "Rainbow Array™". They are a significant manufacturer of twin pops with production facilities in Wheeling, WV; Chino, CA; and Denver, CO.

Employment:

100

Investment:

\$39 million

Facility Size:

96,000 SF

Status:

Company is under contract for land in Lockhart Industrial Park III. The company has indicated that it intends to close quickly.

The incentive before Council is for 5 years beginning in year 2 with the following schedule:

Year 2: 80% rebate of real and personal property taxes

Year 3: 75%

Year 4: 66%

Year 5: 66%

Year 6: 33%

The net benefit to the City of Lockhart over 10 years is estimated to be \$1.67 million.

The County will also be considering an incentive at its next Court meeting.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the Chapter 380 agreement with The Ziegenfelder Company as presented.

LIST OF SUPPORTING DOCUMENTS: Ziegenfelder 380 Final

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between THE CITY OF LOCKHART, TEXAS (“City”), a Texas home-rule municipal corporation, and THE ZIEGENFELDER COMPANY (“Company”).

RECITALS

Pursuant to Chapter 380, Texas Local Government Code, City is authorized to authorized to establish a program, including the making of loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity within the City.

Company desires to purchase land, construct an approximately 100,000 square foot facility in the City, bring jobs to the City, and participate in the Economic Development Program established in this Agreement.

Company intends to make a total investment of approximately thirty seven million dollars (\$37,000,000.00) in equipment, personal property, inventory, real property, and improvements to real property over the period of this Agreement.

City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if a facility is successfully developed on the Property.

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

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein for all purposes

Section 2. Chapter 380 Program and Consideration

The City finds and the parties hereto agree that the program established by this Agreement will promote state and local economic development and will stimulate business and commercial activity in the City of Lockhart. City and Company enter into this Agreement in consideration of such economic development and stimulation of business and commercial activity as well as the mutual covenants contained herein.

Section 3. Term

This Agreement shall have a term of five (5) years, commencing on January 1 of the calendar year following Company's completion of construction and securing of a Certificate of Occupancy from the City and terminating at midnight on the fifth anniversary of that date unless sooner terminated as provided herein. For example, if construction is completed and a Certificate of Occupancy obtained in 2023, Year One of this agreement will commence on January 1, 2024.

Section 4. Company Requirements

Company agrees:

- (a) To acquire sufficient land in the City of Lockhart, estimated to be six and seven hundred-sixty-eight thousandths (6.768) acres, ("the Property") that will be suitable for the construction of a facility for the manufacture of water ice products, and for the operation of Company activities thereon ("the Facility").
- (b) Construct the Facility on the Property of at least 42,000 square feet and with other improvements, including equipment, with a project budget of approximately thirty seven million dollars (\$37,000,000.00) in capital investment, provided that Company shall be entitled to revise the budget as a result of, among other things, savings realized by value engineering, reduction of costs in building materials, equipment, labor and other components of the Facility, and substitution of individual facility components.
- (c) Submit schematic drawings for the Facility to the City of Lockhart within one hundred twenty (120) days of execution of closing on the Property, and to and thereafter use its best efforts to commence construction of the Facility within one hundred twenty (120) days after the City's approval of the construction plans and issuance of a building permit for the Facility.
- (d) Use commercially reasonable efforts to complete construction of the Facility and obtain a Certificate of Occupancy from the City within eighteen (18) months after the issuance of the aforesaid building permit.
- (e) Employ a minimum of sixty (60) Full Time Equivalent ("FTE") employees within the first five (5) years from the commencement of the term of this Agreement according to the schedule attached here as Exhibit "A":
- (f) Company shall provide the City with proof of employment of employees by submitting copies of payroll records and federal employment tax forms or other documentation satisfactory to the City, which shall be provided within thirty (30) days of the end of each year of the term of this Agreement.

Once the Company has achieved employing 60 FTS employees, retain at least that number of FTE employees until the end of the term of this Agreement.

The term "Full Time Equivalent," as used in this Agreement, shall mean employment during a calendar year that is equal to a total of at least 1,820 hours including hours associated with holidays, vacation, sick and personal time, and overtime. No more than two employees whose annual hours of employment are less than 1,820 hours, but whose combined time equals or exceeds that number of hours, may be counted as one FTE employee.

- (g) Keep current in the payment of taxes owed for the Facility to any taxing jurisdiction in which the Facility is located unless such taxes are being legally contested by Company.

Section 5. City Requirements

- (a) In consideration of Company's agreement to perform the acts described above, City agrees to provide an annual grant to Company in an amount of money equal to a percentage of the annual City of Lockhart ad valorem taxes paid by Company on real and personal property based solely on any improvements to the real property ("increment") for that year and actually collected by the City.
- (b)) The amount of each annual grant to be paid to Company by the City shall be calculated as shown on the attached Exhibit "A"

For Year one: eighty percent (80%) of the increment attributable to that year and paid to the City;

For Year two: seventy-five percent (75%) of the increment attributable to that year and paid to the City;

For Year three: sixty-six percent (66%) of the increment attributable to that year and paid to the City;

For Year four: sixty-six percent (66%) of the increment attributable to that year and paid to the City;

For Year five: thirty-three percent (33%) of the increment attributable to that year and paid to the City;

After such five-year period, all tax reimbursement grants by the City shall cease.

- (c) City shall pay Company the applicable amount of each annual grant, following Company's payment of ad valorem taxes for that year, on or before March 31 of the calendar year following such payment.

Section 6. Recapture/Termination

In the event that Company begins operating the Facility on the Property, but subsequently discontinues operating such facility for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of Company for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this Agreement within 30 days of the expiration of the 180 days. The burden shall be upon Company to prove to the satisfaction of the City that the discontinuance of operating the facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Company. In the event Company meets this burden and the City is satisfied that the discontinuance of the operation of the facility was the result of events beyond the control of Company, then Company shall have a period of one (1) year in which to resume the operation of the facility. In the event that Company fails to resume the operation of a facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement. The parties agree that there may be certain circumstances that result in the cessation of operations at the Facility that are beyond the control of the Company where the Company is unable to restart its operations within one year (i.e. significant damage to the Facility not repairable within one year). In such instances, the Company agrees to work in good faith and exercise fair dealing in developing and executing a plan for the reopening of the facility in such time as is reasonable under the circumstances as soon as practicable and, in such event, the City will not exercise its rights hereunder for the reimbursement of the monies paid to Company for the period prior to such circumstance.

In the event that Company allows ad valorem taxes on property, or business personal property, or inventory not subject to tax waiver owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of such event

In the event that Company relocates the business to a location outside of the City of Lockhart during the term of this Agreement, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the relocation.

In the event that the City determines that Company is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give Company thirty (30) days written notice to cure such default. Except as provided herein, in the event such default is not cured to the satisfaction of the City within the thirty (30) days notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Company shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the default.

In the event that Company shall fail to repay the City within 30 days of the date such repayment is due under any provision of this Section 6, Company hereby agrees that the City may place a lien on Property belonging to Company and located in Caldwell County, Texas for full payment of such monies.

Section 7. Certification of Compliance by Company

On or before March 1 of each year that this Agreement is in effect, Company shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that Company has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any reasonable time, shall have the right to review any and all records of Company related to the provisions of this Agreement.

Section 8. Entire Agreement

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

Section 9. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Company may assign its rights and obligations under this agreement only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 10. Notices

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

COMPANY: Kevin Heller, CEO
Ziegenfelder Co.
87 18th Street
Wheeling, West Virginia 26003

With a Copy to General Counsel
Armstrong Group
One Armstrong Place
Butler, PA 16001

City: City Manager, City of Lockhart
P.O. Box 239
Lockhart, Texas 78644

Section 11. Interpretation

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

Section 12. Applicable Law

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

Section 13. Severability

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

Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14. Mutual Assistance

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

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

THE CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Connie Constancio, City Secretary

THE ZIEGENFELDER COMPANY.

Kevin Heller, CEO

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public

My Commission expires:

State of _____)
)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Kevin Heller known to me to be the Chief Executive Officer of The Ziegenfelder Company.

Notary Public

My Commission expires:

Exhibit “A”

Staff recommends a five-year tax rebate of new property taxes at 80% for Year 1, 75% for Year 2, 66% for Year 3, 66% for Year 4, and 33% for Year 5, based on the Company locating, operating, and constructing a manufacturing facility in Lockhart Industrial Park III in the City of Lockhart, Texas and creating at least 60 new full-time equivalent jobs at the facility over the term of the agreement as outlined below. For purposes of the chart below, any jobs created in any year prior to the year for which the City is measuring performance that still exist in the Company in the year being reviewed shall count toward the Jobs Created in the year under review. For example, if the Company creates 30 jobs in year one that continue to exist in year 2, the Company will be in compliance with the following chart if it only creates 10 new jobs in year 2 (i.e. the 10 jobs in excess of the year 1 requirement will count towards satisfying the year 2 requirement. :

<u>Year</u>	<u>Rebate Amount</u>	<u>Jobs Created</u>
1	80%	20
2	75%	20
3	66%	10
4	66%	5
5	33%	5

Should company fail to maintain the jobs created in any one year, the tax rebate shall be reduced by the same equivalent ratio. For example, in Year 3, if the company fails to create the required 50 total jobs and only reports 45 jobs, the rebate will be reduced by 10% ($5/50 = 10\%$).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2022-32 for an economic development performance agreement and property sale agreement for 2.468 acres in Lockhart Industrial Park II with Warelock Partners 2, LLC.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The economic development performance agreement attached is a possible speculative building collaboration project for the 2.468-acres of land owned by the LEDC in Industrial Park II. Since this is only for the construction of new spec buildings, it is hard to pinpoint the entire value of the project and the jobs that will be created as a result although staff would expect at least \$1.5 million est. at full buildout.

This performance agreement and contract match the terms from the first deal done with this development group for the 5-acres previously owned by LEDC across from this land. The LEDC closed on that transaction on July 29th.

Facility Size:
Up to 20,000 SF

This performance agreement was discussed and unanimously passed by the LEDC Board at its August 8th board meeting.

The attached property sale contract does not place a time constraint on the construction itself. This would be done with an economic development performance agreement which is needed to offer the price below and is also attached for the board's consideration. The developer says his intentions are to complete construction within a year of contract and try to coordinate it with the project on the recently acquired 5-acres across the street.

Incentives:
The board approved the offer of \$1.50/SF land cost for the 2.468 acres owned by LEDC in Industrial Park II. The total revenue generated by the sale of the land to LEDC would be \$161,259.12.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:
Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: The LEDC Board of Directors unanimously approved the performance agreement at its August 8th board meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: I move to approve Resolution 2022-32 and authorize the LEDC President to execute the property sale contract with Warelock Partners 2, LLC as presented.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2022-32 Warelock Partners 2, LLC, Specs 2 Map

RESOLUTION NO. 2022-32

A RESOLUTION OF THE BOARD OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING A PERFORMANCE AGREEMENT FOR AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE, WITH WARELOCK PARTNERS 2, LLC.

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

WHEREAS, Warelock Partners 2, LLC (“Warelock 2”), has applied to LEDC for financial incentives for a project whereby Warelock 2 agrees to construct a new facility of at least 10,000 square feet of speculative light industrial space in an area in the City of Lockhart; and

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

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

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

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

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

City of Lockhart

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, City Attorney

“EXHIBIT A”

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and WARELOCK PARTNERS 2, LLC. (“Warelock”) a limited liability corporation.

RECITALS

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

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

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

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

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

AGREEMENTS

Section 1. Recitals

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

Section 2. Definitions

- (a) “Effective Date” shall mean the date that both parties have executed this Agreement.
- (b) “Government Approval” shall mean any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.
- (c) “New Facility” shall mean a building or buildings with and area of at least ten thousand square feet (10,000 sf) that is constructed on the “Property” by Warelock.
- (d) “Property” shall mean 2.468 acres, more or less, described as Lots 12-A & 12-B, Block 1, Resub #2 LOCKHART INDUSTRIAL PARK II (the address of which is 201 & 207 E. MLK Jr. Blvd.) in the City of Lockhart, Caldwell County, Texas 78644.

Section 3: Term

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

Section 4. Warelock Requirements

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

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

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

Section 5. LEDC Requirements

In consideration of Warelock agreement to develop within the City and to perform the other acts described herein, LEDC agrees it will convey the Property to Warelock at a purchase price of one dollar and fifty cents (\$1.50) per square foot, for a total of \$161,259.12.

Section 6. Closing/Reversion

- (a) Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Government Approval period, or 45 days from receipt of all necessary permits to site development
- (b) LEDC shall convey the Property to Warelock by Special Warranty Deed that shall contain a reversionary clause providing that in the event Warelock fails to acquire the necessary permits and approvals from the City of Lockhart within six (6) months of the date of closing on the Property, as provided in Section 4(a)(i), OR fails to complete construction of the New Facilities within twenty-four (24) months of closing on the Property, as provided in Section 4(a)(ii), then title and ownership of the Property shall revert to the LEDC.
- (c) The LEDC shall notify Warelock in writing in the event the LEDC determines that the requirements for reversion of title and ownership of the Property have occurred and shall tender therewith a refund of the purchase price of \$161,259.12 payable to Warelock.

Section 7. Entire Agreement

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

Section 8. Successors and Assigns

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

Section 9. Notices

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

Warelock: WARELOCK PARTNERS 2, LLC.
Attn: Matt Lutz
505 W. Lynn Street, Suite B
Austin, Texas 78703

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

Section 11. Interpretation

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

Section 12. Severability

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

Section 13. Mutual Assistance

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

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

THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steve Lewis, President

ATTEST:

Michael Kamerlander, LEDC Secretary

WARELOCK PARTNERS 2, LLC. :

Matthew Lutz, CEO



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Lockhart Economic Development Corporation (Seller) and Warelock Partners 2, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 12-A & 12-B, Block 1, Resub #2 Lockhart Industrial Park II, 2.468 Acres Addition, City of Lockhart, County of Caldwell, Texas, known as 201 & 207 E MLK Jr. Industrial Blvd 78644 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing. \$ 161,259.12
 - B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____
 - C. Sales Price (Sum of A and B) \$ 161,259.12
4. **LEASES:**
 - A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
 - B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
5. **EARNEST MONEY AND TERMINATION OPTION:**
 - A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Independence Title, as escrow agent, at 104 South Commerce Street, Lockhart, TX 78644 (address): \$ 10,000.00 as earnest money and \$ 100.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
 - B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-15

- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**
6. **TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Independence Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - ☐ (i) will not be amended or deleted from the title policy; or
 - ☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☒ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☒ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: **development of a pre-engineered metal warehouse development**. Buyer must object the earlier of (i) the Closing Date or (ii) 45 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

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

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

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

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

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property)

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

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

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

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

(Check one box only)

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

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

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales

(Address of Property)

agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: **See Special Provisions**

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

9. CLOSING:

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

- B. At closing:

special

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

- 10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

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

1) Matthew Lutz may assign the contract to a party in which he is a partner/principal. 2) Governmental Approvals - In addition to the the basic Feasibility and Inspection period referenced in Paragraph 5B, Purchaser shall have a 90 day period to obtain all applicable governmental approvals for the development of the property, and shall be at Purchaser's sole and absolute discretion, as to the nature Continued... See Addendum Special Provisions 1

12. SETTLEMENT AND OTHER EXPENSES:

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

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

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

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

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

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

13. PRORATIONS AND ROLLBACK TAXES:

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

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

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

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

To Buyer at: 2001 Chicon St

To Seller at: PO Box 239

Austin, TX 78722-2428

Lockhart, TX 78644

Phone: (512)767-7406

Phone: (512)398-3461

E-mail/Fax: 5127677401

E-mail/Fax: 5123985103

E-mail/Fax: mlutz@sabrecommercial.com

E-mail/Fax: mkamerlander@lockhart-tx.org

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

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☒ Other (list): 1) Sabre LEDC Performance Agreement 2) Special Warranty Deed

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

Buyer's
Attorney is: C. Lane Prickett

505 W Lynn St Ste B
Austin, TX, 78703-4783

Seller's
Attorney is: Monte Akers

6371 Preston Road Suite 200
Frisco, TX 75034

Phone: (512)314-0727

Phone: (972)668-6400

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

Initialed for identification by Buyer _____ and Seller _____

TREC NO. 9-15

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

Buyer
Warelock Partners 2, LLC

Seller
Lockhart Economic Development Corporation

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-15. This form replaces TREC NO. 9-14.

TREC NO. 9-15

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

Matthew Lutz

426021

Other Broker Firm

License No.

Listing Broker Firm

License No.

represents

☐

Buyer only as Buyer's agent

represents

☐

Seller and Buyer as an intermediary

☐

Seller as Listing Broker's subagent

☐

Seller only as Seller's agent

Associate's Name

License No.

Listing Associate's Name

License No.

Team Name

Team Name

Associate's Email Address

Phone

Listing Associate's Email Address

Phone

Licensed Supervisor of Associate

License No.

Licensed Supervisor of Listing Associate

License No.

Other Broker's Address

Phone

Listing Broker's Office Address

Phone

City

State

Zip

City

State

Zip

Selling Associate's Name

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

TREC NO. 9-15

OPTION FEE RECEIPT

Receipt of **\$100.00** (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Independence Title Date _____

EARNEST MONEY RECEIPT

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

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

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

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDENDUM

PROPERTY: **201 & 207 E MLK Jr. Industrial Blvd, Lockhart, TX 78644**

1) Special Provisions

and density of such development. Said cooperation shall be at no cost to Seller. Closing shall occur on or before the earlier of 30 days from expiration of the 90 day Governmental Approval Period, or 45 days from receipt of all necessary permits to site development.

Date: _____

Date: _____

Signature _____

Signature _____

Date: _____

Date: _____

Signature _____

Signature _____

Addendum

Special Warranty Deed

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

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF CALDWELL

§

This Deed is made on the ____ day of _____, 2022, between the Lockhart Economic Development Corporation, as Grantor, the address of which is 215 E. Market Street, P.O. Box 239, Lockhart, TX 78644 and Warelock Partners 2, LLC, as Grantee, the address of which is 505 W. Lynn Street, Suite B, Austin, Texas 78703.

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

2.468 acres, more or less, described as LOCKHART INDUSTRIAL PARK II, BLOCK 1, LOTS 12-A & 12-B, RESUB #2, ACRES 2.468 (the address of which is 201 & 207 E. MLK Jr. Blvd., Lockhart, Texas 78644) in the City of Lockhart, Caldwell County, Texas.

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

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

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

EXECUTED this ____ day of _____, 2022.

Lockhart Economic Development Corporation

Steven Lewis, President

Attest:

Michael Kamerlander, Secretary

STATE OF TEXAS

COUNTY OF CALDWELL

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

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

Notary's Public Signature: _____

My commission expires _____.

ACCEPTED AND AGREED TO Warelock Partners 2, LLC Grantee

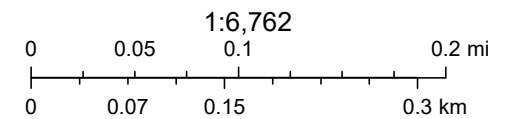
Name: Matthew Lutz

Title: Manager

Project Specs 2



4/11/2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action of the City Council to consider Ordinance 2022-40 adopting the City of Lockhart's Annual Operating Budget for Fiscal Year 2022-2023 and appropriating resources, beginning October 1, 2022, ending September 30, 2023, for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation and adopting the City's Investment Policy, Financial Policy, and Fund Balance - Stabilization and Excess of Reserves Policies.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: In accordance with the provisions of Article IX, Section 9.09 of the City of Lockhart Charter - a vote is required for adoption; the budget shall be adopted by the favorable vote of a majority of the members of the whole City Council.

This budget also sets forth the fiduciary policies for the City of Lockhart and the Lockhart Economic Development Corporation for the fiscal year October 1, 2022 and ending September 30, 2023. This ordinance will adopt the City's Investment Policy, Financial Policy, and the Fund Balance - Stabilization and Excess of Reserve Policy. The City of Lockhart's Investment Policy must be adopted annually by ordinance according to the City's Charter, Chapter 2256, Section 2256.005.

Two additions were added to the City of Lockhart's Financial Policy. Upon completion of the Fiscal Year 2020-2021 audit, the City's external auditor, BrooksWatson & Company, made two recommendations which involved additions to the City's Financial Policy. The first concerns uncollectible debt and the second is a GASB 87 statement dealing with capital leasing. The budget for Fiscal Year 2022-2023 includes the revised City of Lockhart Financial Policy with the recommended additions.

This agenda item allows for the City Council to suggest any budget allocations or deletions to the budget before a vote is taken. If no additional allocations or deletions are presented, action can be taken to adopt the Fiscal Year 2022-2023 Annual Operating Budget for the City of Lockhart, Caldwell County, Texas and the Lockhart Economic Development Corporation.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-40 - Annual Budget 2023

ORDINANCE 2022-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ADOPTING THE BUDGET AND APPROPRIATING RESOURCES FOR THE FISCAL YEAR 2022-2023, BEGINNING OCTOBER 1, 2022, FOR THE CITY OF LOCKHART, CALDWELL COUNTY, TEXAS; ADOPTING THE FUND BALANCE-STABILIZATION OF EXCESS OF RESERVE POLICY AND CITY OF LOCKHART INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the laws of the State of Texas for Home Rule cities and the City Charter for the City of Lockhart, Texas, the budget covering proposed estimated revenues and expenditures for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023, was filed with the City Secretary and notice of public hearing was provided as required, and,

WHEREAS, a public hearing was held by the City Council of the City of Lockhart, Texas, on said budget on August 16, 2022 and September 6, 2022 at which time said budget was presented and considered, and interested citizens were provided an opportunity to be heard by the City Council of the City of Lockhart, and,

WHEREAS, the City Council has reviewed and adopted a fiscal policy titled "Fund Balance-Stabilization of Excess of Reserve Policy"; and

WHEREAS, the City Council has reviewed and adopted a fiscal policy titled "Financial Policy"; and

WHEREAS, the City Council has reviewed and adopted an investment policy titled "City of Lockhart Investment Policy" and has conducted an annual review of the City's Investment Policy, as required by Chapter 2256, Texas Government Code; and

WHEREAS, the City Council, City Manager and staff, after careful deliberate study and considerable debate, have determined the appropriate revenues and expenditures necessary for the maintenance and operations of the City of Lockhart for Fiscal Year 2023.

THEREFORE, BE IT RESOLVED, that the City Council of the CITY OF LOCKHART hereby adopts the Fund Balance-Stabilization of Excess of Reserve Policy; Financial Policy; City of Lockhart Investment Policy; and the Fiscal Year 2023 Annual Budget providing for revenues and expenditures as follows:

Name	Revenues	Expenditures	Difference
General Fund	17,071,700	17,041,132	30,568
Debt Service Fund	1,667,464	1,667,464	0
Electric Fund	13,573,255	13,339,635	233,620
Water Fund	4,934,269	4,931,945	2,324
Wastewater Fund	4,363,300	4,207,293	156,007
Solid Waste Fund	2,154,685	1,888,917	265,768
Emergency Medical Service	1,721,200	1,582,854	138,346
Airport Fund	142,039	89,807	52,232
LEDC	1,179,140	1,043,869	135,271
Hotel Occupancy Tax Fund	126,420	85,600	40,820

PASSED, APPROVED, ADOPTED and EFFECTIVE this the 6th day of September 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-41 levying maintenance and operations property taxes for the use and support of the City of Lockhart, Texas and interest and sinking property taxes for the debt service obligations of the City of Lockhart, Caldwell County, Texas for Fiscal Year 2023, beginning October 1, 2022 and ending September 30, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Pam Larison

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed tax rate is \$0.6006 per \$100 of assessed value. The Ordinance describes the two required components of the tax rate; Maintenance and Operations (M&O) and Interest and Sinking (I&S).

State law requires a statement regarding the amount by which taxes for maintenance and operations on a \$100,000 home will be raised. Based on the proposed tax rate, the maintenance and operations portion of the rate will be \$0.4504 per \$100 assessed value compared to last year's maintenance and operations rate of \$0.5254 per \$100 assessed value, resulting in a decrease of \$0.075 or 14.3%. The interest and sinking portion of the tax rate increased from \$0.1057 to \$0.1502 per \$100 assessed value, resulting in an increase of \$0.0445 or 42.3%. Therefore, there will be no increase in the maintenance and operations tax due on a \$100,000 home.

The City of Lockhart's portion of a homeowner's property tax bill is only 27% of their total bill based on current tax rates. The remaining 73% of the tax bill is for property taxes charged by the other taxing jurisdictions, including the Lockhart Independent School District (42%), Caldwell County (29%), Farm-to-Market (0.004%), and Plum Creek Conservation District and Groundwater tax (2.0%).

Property taxes paid to the City of Lockhart make up approximately 37% of the City's General Fund revenues. Sales tax revenue makes up another 15%, while other fees and services cover the remaining 48%. The revenues from the General Fund provide maintenance and operational support for streets, parks, infrastructure, police and fire protection.

The verbiage contained within this ordinance is in strict compliance with requirements of Section 26.05(b)(1)(B) of the Texas Tax Code.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Required:
Account Number:
Funds Available:
Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: State law requires that **two separate motions be made to adopt these tax rates and two separate votes:**

"I MOVE THAT THE MAINTENANCE AND OPERATIONS RATE BE ADOPTED AT \$0.4504 PER \$100 OF ASSESSED VALUE AS INDICATED/LISTED IN ORDINANCE 2022-41, THEREBY ADOPTING SAID ORDINANCE."

"I MOVE THAT THE INTEREST AND SINKING RATE BE ADOPTED AT \$0.1502 PER \$100 OF ASSESSED VALUE AS INDICATED/LISTED IN ORDINANCE 2022-41, THEREBY ADOPTING SAID ORDINANCE."

LIST OF SUPPORTING DOCUMENTS: Ordinance 2022-41 - Tax Levy 2022

ORDINANCE 2022-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS LEVYING MAINTENANCE AND OPERATIONS PROPERTY TAXES FOR THE USE AND SUPPORT OF THE CITY OF LOCKHART, TEXAS AND INTEREST AND SINKING PROPERTY TAXES FOR THE DEBT SERVICE OBLIGATIONS OF THE CITY OF LOCKHART FOR FISCAL YEAR 2022-23, BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND APPROPRIATING EACH PART THEREOF FOR THE SPECIFIC PURPOSES, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State Legislature enacted Senate Bill 18, which mandated that municipal ordinances establishing annual tax rates must describe an increase in total maintenance and operations taxes compared to the previous year, and the rise of such taxes on a \$100,000 home compared to the previous year.

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

1. There is hereby levied and shall be collected a maintenance and operations (M&O) property tax for the use and support of the municipal government of the City of Lockhart, Texas and there is hereby levied and shall be collected an interest and sinking (I&S) property tax to provide for the debt service obligations of the City of Lockhart for Fiscal Year 2023, beginning October 1, 2022, upon all taxable property, within the corporate limits of the City of Lockhart, Texas, as follows:
 - a. For the maintenance and operations needs of the City of Lockhart the maintenance and operations (M&O) property tax is hereby adopted as 45.04 cents per each 100 dollars of property valuation. The tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be decreased by 14.3 percent and will decrease taxes for maintenance and operations on a \$100,000 home; and,
 - b. For the debt service obligations of the City of Lockhart interest and sinking (I&S) property tax is hereby adopted as 15.02 cents per each 100 dollars of property valuation. The tax rate will raise more taxes for interest and sinking than last year's tax rate. The tax rate will effectively be increased by 42.3 percent and will increase taxes to meet debt obligations for Fiscal Year 2022-23.
2. All taxes levied under the Ordinance for the specific purposes named herein shall be and is hereby approved to be collected and appropriated to the account(s) of the City of Lockhart for the specific purpose indicated in each items a and b above, by the Property Tax Assessor/Collector of the City of Lockhart.
3. Severability: if any provision, section, clause, sentence or phrase of this Ordinance is for any reason held to be unconstitutional, void, invalid, or unenforceable, 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 approving this ordinance that no portion, provision, or regulation contained herein shall be inoperative or fail by any reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.
4. Repeal: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with provisions set out above in this ordinance are hereby repealed or amended as indicated.
5. Effective date: This ordinance shall become effective and be in full force immediately upon its passage.

PASSED, APPROVED and ADOPTED this the 6th day of September 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider Ordinance 2022-42 repealing uncodified Ordinance 2021-29 in its entirety and adopting this ordinance regarding the City personnel policy manual; removing performance or merit pay for police and fire personnel and adopting a step pay plan for Police and Fire Departments under civil service.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The FY 22-23 Budget includes a 4% pay increase for all full-time and part-time regular City of Lockhart employees. In compliance with Civil Service, classified police and fire positions are paid per a step pay plan, which is set by ordinance. The proposed ordinance reflects increasing the step plans as included in the budget.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The 4% pay increase is included in the proposed FY 22-23 budget.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Proposed Ordinance 2022-42

ORDINANCE NO. 2022-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS; REPEALING UN-CODIFIED ORDINANCE 2021-29 IN ITS ENTIRETY AND ADOPTING THIS ORDINANCE REGARDING THE CITY PERSONNEL POLICY MANUAL; REMOVING PERFORMANCE OR MERIT PAY FOR POLICE AND FIRE PERSONNEL AND ADOPTING A STEP PAY PLAN FOR POLICE AND FIRE DEPARTMENTS UNDER CIVIL SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart adopted a personnel policy manual on April 8, 1986; and

WHEREAS, certain sections address pay issues; and

WHEREAS, due to the implementation of Chapter 143 of the Texas Local Government Code for the Police Officers and Fire Fighters, “merit” pay for classified police officers and fire fighters was abolished; and

WHEREAS, due to a four (4) percent pay increase for all full-time and part-time regular City of Lockhart employees approved by City Council effective October 1, 2022, the City believes that public safety will best be served by adjusting step pay plans for police and fire classified personnel; and

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

- I. The matters and facts set forth in the preamble are hereby found to be true.
- II. The following Step Pay Plans for the Fire Department (Exhibit “A”) and Police Department (Exhibit “B”) are expressly incorporated by reference and adopted for classified members of the Lockhart Fire Department and Lockhart Police Department.
- 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, section, 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 the caption of this ordinance to be published in a newspaper of general circulation according to law.

VI. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

VII. Effective Date: That this ordinance shall become effective on October 1, 2022 beginning with work shifts starting after 12:00 A.M. on October 1, 2022.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 6th DAY OF SEPTEMBER, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

Fire Department Step Pay Plan Civil Service Personnel Rate Per Hour <i>*Effective October 1, 2022</i>						
Tenure¹						
Firefighter/EMT Per Hour	0	1	3	5	7+	
	\$17.01	\$17.64	\$18.48	\$19.31	\$19.75	
Tenure						
Fire Engineer Per Hour	0	3	6	9	12+	
	\$18.90	\$19.31	\$20.16	\$20.58	\$21.00	
Tenure						
Captain Per Hour	0	3	6	9	12+	
	\$21.00	\$21.84	\$22.26	\$22.66	\$23.11	
Tenure²						
Assistant Chief Per Hour	0	3	6	9	12+	
	\$33.56	\$34.13	\$34.70	\$35.28	\$37.47	

EXHIBIT “A”

¹ “Tenure” is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

² The Assistant Fire Chief will be exempt from overtime and will be paid on a salary basis.

Police Department Civil Service Personnel Rate Per Hour <i>Effective October 1, 2022</i>								
<u>Tenure¹</u>								
Police Cadet Per Hour	0							
	\$20.78							
<u>Tenure</u>								
Police Officer Per Hour	0	1	2	4	6	8	10	12+
	\$27.23	\$27.94	\$28.66	\$29.38	\$30.27	\$31.17	\$32.12	\$33.08
<u>Tenure</u>								
Sergeant Per Hour	2	4	6	8	10+			
	\$33.72	\$34.41	\$35.55	\$36.70	\$37.89			
<u>Tenure</u>								
Lieutenant Per Hour	4	6	8+					
	\$38.41	\$39.73	\$41.13					
<u>Tenure</u>								
Captain Per Hour	4	6+						
	\$41.27	\$43.73						

EXHIBIT “B”

¹ “Tenure” is tenure from the hire date. Therefore, step progression is based on years with the Department, not time in rank.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Consideration and Action to approve Resolutions to consent to the inclusion of City ETJ land in the Caldwell Co. MUD No. 2. (Resolution No. 2022-30 for 32.486 acres requested by Jakovich Interests, LLC and Resolution No. 2022-31 for 135.731 acres requested by PH Land Holdings, LLC.)

ORIGINATING DEPARTMENT AND CONTACT: City Attorney - Monte Akers

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION:

State law requires that a city consent to the inclusion of land in its ETJ in a municipal utility district ("MUD") On January 15, 2019, the City approved Resolution No. 2019-04 and a Consent Agreement for creation of "Clear Fork Ranch MUD," a portion of which would be in the City's ETJ. The Legislature subsequently changed the name of the MUD to the "Caldwell Co. MUD No. 2." The Consent Agreement provided that additional land could be included in the MUD only with the City's consent, and on August 12, 2022, the City received petitions for inclusion of two tracts in the ETJ, being 32.486 a. from Jakovich Interests, LLC, and 135.731 a. from PH Land Holdings, LLC, both of which tracts were addressed in the Consent Agreement, the latter being described therein as "Option Land,"

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: Resolution No. 2019-04, described above.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Caldwell Co MUD 2 expansion resolution 32 486 acres R 2022-30, Caldwell Co MUD 2 expansion resolution 135.731 acres R 2022-31, Resolution 2019-04 and Consent Agreement dated January 15, 2019, Petition for Consent for the Addition of Land into Caldwell Co. MUD No. 2 (32.486 a.), Petition for Consent for the Addition of Land into Caldwell Co. MUD No. 2 (135.731 a.)

RESOLUTION NO. 2022-30

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING
TO THE INCLUSION OF LAND WITHIN CALDWELL COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2**

WHEREAS, pursuant to Texas Water Code, Section 54.016, and Texas Local Government Code, Section 42.0425, land within the extraterritorial jurisdiction (“ETJ”) of a city may not be included within a district without the written consent of such city; and

WHEREAS, by Resolution No. 2019-04, dated January 15, 2019, and Consent Agreement of the same date by and between the City of Lockhart (“City”) and the limited partnerships of J&P Lockhart I, LP (JPLI) and J & P Builders, (JPLB) the City granted consent to the creation of the District, referred to therein as the Clear Fork Ranch Municipal Utility District, to include certain lands within the City’s ETJ; and

WHEREAS, pursuant to Acts 2019, 86th Leg., R.S., Ch. 109 (Chapter 8053 of the Texas Special District Local Laws Code) (the “Enabling Act”), the Texas Legislature created Caldwell County Municipal Utility District No. 2, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution, (“the District”), being the same district and lands previously referred to as the Clear Fork Ranch Municipal Utility District, with the powers and duties provided by Chapters 49 and 54 of the Texas Water Code and the Enabling Act; and

WHEREAS, Sec. 2.04 of the Consent Agreement provides that District shall not annex any land located in the City’s extraterritorial jurisdiction into the District’s boundaries without the prior written consent of the City; and

WHEREAS, by “Petition for Consent to the Addition of Land into Caldwell County Municipal Utility District No. 2” dated August 11, 2022, the City received a request for its consent to the inclusion of the tract of real property encompassing 32.486 acres being more particularly described by metes and bounds and by plat, or sketch, in **Exhibit “A”** attached hereto (the “Land”), into the boundaries of the District; and

WHEREAS, such Land is located within the extraterritorial jurisdiction of the City; and,

WHEREAS, the City has been notified that JPLI exercised its option to purchase the Option Land; and

WHEREAS, the City Council of the City of Lockhart desires to grant its written consent to the inclusion of the 32.486 acres and the Option Land within the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the inclusion of the 32.486 acres, described in Exhibit "A," which is attached hereto and incorporated herein for all purposes, and the Option Land, described in Exhibit "B," which is attached hereto and incorporated herein for all purposes, within the District in accordance with Section 54.016, Texas Water Code, and Section 42.0425 of the Texas Local Government Code.

Section 2. This Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2022.

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary
(SEAL)

Approved as to form:

Monte Akers, City Attorney

Exhibit “A”

Description of 32.486 acres

RESOLUTION NO. 2022-31

**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING
TO THE INCLUSION OF LAND WITHIN CALDWELL COUNTY
MUNICIPAL UTILITY DISTRICT NO. 2**

WHEREAS, pursuant to Texas Water Code, Section 54.016, and Texas Local Government Code, Section 42.0425, land within the extraterritorial jurisdiction (“ETJ”) of a city may not be included within a district without the written consent of such city; and

WHEREAS, by Resolution No. 2019-04, dated January 15, 2019, and Consent Agreement of the same date by and between the City of Lockhart (“City”) and the limited partnerships of J&P Lockhart I, LP (JPLI) and J & P Builders, (JPLB) the City granted consent to the creation of a municipal utility district, referred to therein as the Clear Fork Ranch Municipal Utility District, to include certain lands within the City’s ETJ; and

WHEREAS, pursuant to Acts 2019, 86th Leg., R.S., Ch. 109 (Chapter 8053 of the Texas Special District Local Laws Code) (the “Enabling Act”), the Texas Legislature created Caldwell County Municipal Utility District No. 2, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution, (“the District”), being the same district and lands previously referred to as the Clear Fork Ranch Municipal Utility District, with the powers and duties provided by Chapters 49 and 54 of the Texas Water Code and the Enabling Act; and

WHEREAS, Sec. 2.04 of the Consent Agreement provides that District shall not annex any land located in the City’s extraterritorial jurisdiction into the District’s boundaries without the prior written consent of the City; and

WHEREAS, by “Petition for Consent to the Addition of Land into Caldwell County Municipal Utility District No. 2” dated August 12, 2022, the City received a request for its consent to the inclusion of the tract of real property encompassing 135.731 acres being more particularly described by metes and bounds in Exhibit “A” attached hereto (the “Land”), into the boundaries of the District (such Land having been identified in the Consent Agreement as “Option Land”); and

WHEREAS, such Land is located within the extraterritorial jurisdiction of the City; and,

WHEREAS, the City has been notified that JPLI exercised its option to purchase the Option Land; and

WHEREAS, the City Council of the City of Lockhart desires to grant its written consent to the inclusion of the 135.731 acres within the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the inclusion of the 135.731 acres, described in Exhibit "A," which is attached hereto and incorporated herein for all purposes, within the District in accordance with Section 54.016, Texas Water Code, and Section 42.0425 of the Texas Local Government Code.

Section 2. This Resolution shall become effective from and after the date of its passage.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2022.

City of Lockhart, Texas

Lew White, Mayor

Attest:

Connie Constancio, City Secretary
(SEAL)

Approved as to form:

Monte Akers, City Attorney

Exhibit “A”

Description of 135.731 acres

**A METES AND BOUNDS
DESCRIPTION OF A
135.731 ACRE TRACT OF LAND**

BEING a 135.731 acre (5,912,451 square feet) tract of land situated in the J.B. Gray Survey, Abstract 116, Caldwell County, Texas; and being all of that certain 133.1 acre tract described in instrument to Clark R. and Anne J. William recorded in Document No. 122818 of the Official Public Records of Caldwell County; and being more particularly described as follows:

COMMENCING at a 2-inch metal post found on the northeasterly right of way line of County Road 108 (Borcher Loop) (width varies) marking the south corner of that certain 316.856 acre tract described in instrument to J & P Lockhart I, LP recorded in Document No. 2016-003049 of the Official Public Records of Caldwell County, and the western-most corner of that certain 59.289 acre tract described in instrument to Jay S. Cheek and Brenda A. Cheek, recorded in Volume 243, Page 830 of the Official Public Records of Caldwell County;

THENCE, along the said northeasterly right of way line of said County Road 108 the following three (3) courses and distances:

1. North 31°42'12" West, 831.96 feet to a 60D nail found at a wood post for corner;
2. North 31°09'41" West, 1784.12 feet to a railroad tie corner post found marking the **POINT OF BEGINNING** of herein described tract, the west corner of said 316.856 acre tract, and the south corner of said 133.1 acre tract;
3. North 31°45'04" West, 2080.69 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of State Highway 142 (width varies) marking the west corner of said 133.1 acre tract;

THENCE, along the said southeasterly right of way line of State Highway 142 the following four (4) courses and distances:

1. North 77°29'15" East, 403.50 feet to a brass disk in concrete (TxDOT Type 2 monument) found for corner;
2. North 77°35'36" East, 614.53 feet to a brass disk in concrete (TxDOT Type 2 monument) found for a point of curvature;
3. in a northeasterly direction, along a tangent curve to the left, a central angle of 16°47'34", a radius of 1979.86 feet, a chord bearing and distance of North 69°11'50" East, 578.20 feet, and a total arc length of 580.27 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of tangency;
4. North 60°48'03" East, 72.48 feet to a point for corner, on the southwesterly line of that certain 2.04 acre tract described in instrument to the State of Texas recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, and marking the southeast corner of that certain 1.148 acre tract (Part 2) described in instrument to the State of Texas recorded in Volume 111, Page 272 of the Official Public Records of Caldwell County, and from which a 1/2-inch iron rod (bent) found bears: South 48°25'08" East, 0.20 feet;

THENCE, along the southwesterly, southeasterly, and northeasterly lines of said 2.04 acre tract the following four (4) courses and distances:

1. South 48°25'08" East, 243.37 feet to a concrete monument (TxDOT Type 1) found marking the south corner of said 2.04 acre tract for corner;
2. North 61°06'51" East, 199.72 feet to a concrete monument (TxDOT Type 1) found marking the southeast corner of said 2.04 acre tract for corner;

3. North 11°21'22" East, 159.62 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set found marking the east corner of said 2.04 acre tract for corner;
4. North 65°23'10" West, 135.83 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of said State Highway 142 marking the southwest corner of that certain 1.553 acre tract (Part 1) described in aforesaid instrument to the State of Texas;

THENCE, along the said southeasterly right of way line of State Highway 142 the following three (3) courses and distances:

1. North 60°48'30" East, 73.56 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 30°17'19", a radius of 1839.85 feet, a chord bearing and distance of North 75°57'11" East, 961.33 feet, and a total arc length of 972.61 feet to a brass disk in concrete (TxDOT Type 2 monument) found at a point of tangency;
3. South 88°54'09" East, 1200.54 feet to a brass disk in concrete (TxDOT Type 2 monument) found marking the northeast corner of said 133.1 acre tract, and the northwest corner of that certain 55.627 acre tract described in instrument to Charles D. and Jane Spillmann recorded in Document No. 2016-004753 of the Official Public Records of Caldwell County;

THENCE, along the southwesterly, and northwesterly lines of said 55.627 acre tract the following three (3) courses and distances:

1. South 31°07'22" East, 708.49 feet to a wood post found marking the east corner of said 133.1 acre tract;
2. South 58°52'53" West, 114.97 feet to a 1/2-inch iron rod with plastic cap "UNREADABLE" found for corner;
3. South 55°23'01" West, 17.64 feet to a "T" post in rock mound found marking a westerly corner of said 55.627 acre tract;

THENCE, South 58°48'59" West, 3761.70 feet along the southeasterly line of said 133.1 acre tract, same being the northwesterly line of aforesaid 316.856 acre tract to the **POINT OF BEGINNING** and containing 135.731 acres of land in Caldwell County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Southcentral Zone (FIPS 4204) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

John G. Mosier
7-27-21

John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com



RESOLUTION 2019-04

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS CONSENTING TO THE CREATION OF CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT.

WHEREAS, the City of Lockhart, Texas (the "City") received a Petition for Consent to the inclusion of land within, and creation of, Clear Fork Ranch Municipal Utility District (the "District") in the extraterritorial jurisdiction of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and,

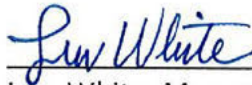
WHEREAS, the City Council of the City of Lockhart desires to grant its written consent to the creation of, and inclusion of land within, the District.

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

Section 1. The City of Lockhart, Texas hereby consents to the creation of Clear Fork Ranch Municipal Utility District, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this 15th day of January, 2019.


Lew White, Mayor

ATTEST:


Connie Constancio, City Secretary

(SEAL)

APPROVED AS TO FORM:


Peter Gruning, City Attorney



EXHIBIT "A"

REQUEST FOR CONSENT TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART,
TEXAS:

The undersigned (herein referred to as the "Petitioners"), holders of title to all land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, and Section 42.042, Texas Local Government Code, respectfully request the City Council of the City of Lockhart, Texas, for its written consent to the inclusion of land in, and the creation of, a conservation and reclamation district under Chapters 49 and 54, Texas Water Code and would respectfully show the following:

I.

The name of the proposed District shall be CLEAR FORK RANCH MUNICIPAL UTILITY DISTRICT or some similar name as required or permitted by law (the "District").

II.

The land shall be included within the District by creation and organization of the District as provided above. The District shall exist under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapters 49 and 54, Texas Water Code.

III.

The District will contain approximately 472.126 acres of land, more or less, situated in Caldwell County, Texas. The land proposed to be included within the District consists of two tracts encompassing approximately 155.27 acres and 316.856 acres of land, respectively, each of which is described in Exhibit "A" attached hereto. A portion of the 316.856-acre tract of land is located within the extraterritorial jurisdiction of the City of Lockhart, Texas. All of the territory proposed to be included may properly be included in the District.

IV.

The undersigned Petitioners are the owners of and hold title to all of the land to be included within the proposed District as indicated by the tax rolls of the county in which the land is located.

V.

By execution below, Petitioners certify that there are no lienholders on any of the lands proposed to be included within the District.

VI.

The general nature of the work to be done by the District at the present time is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage for the District and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The area proposed to be within the District will experience substantial and sustained residential growth. There is not now available within the area, which will be developed as a master-planned single-family residential development, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements. The health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, and roadway system. A public necessity therefore exists for the organization, extension, improvement, maintenance, and operation of such waterworks system, sanitary sewer system, and drainage and storm sewer system, and road improvements, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

A preliminary investigation has been instituted to determine the cost of the project, and it is now estimated by the Petitioners, from such information as they have at this time, that the ultimate costs of the development contemplated will be approximately \$28,000,000. The project will be financed by the issuance of bonds by the District.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the 316.856-acre tract of land described herein within the District.

RESPECTFULLY SUBMITTED, this 11th day of January, 2019.

PETITIONERS:

J & P LOCKHART I, LP, a Texas limited partnership

By: **JAKOVICH & PERRY CAPITAL PARTNERS, LLC, its General Partner**

By: 

Name: Jared Jakovich

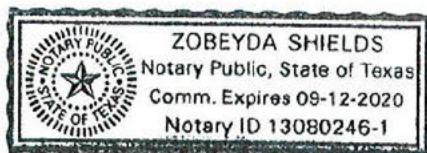
Title: President

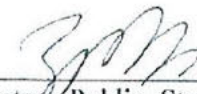
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 11 day of January, 2019, by Jared Jakovich, as president of Jakovich & Perry Capital Partners, LLC, a Texas limited liability company and General Partner of J & P Lockhart I, LP, a Texas limited partnership, on behalf of said limited partnership.

(Seal and Expiration)





Notary Public, State of Texas

J & P LOCKHART BUILDERS, LP, a Texas limited partnership

By: **J & P LOCKHART II, LLC**, its General Partner

By: [Signature]

Name: Jared Jakovich

Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 11 day of January, 2019, by Jared Jakovich, as president of J & P Lockhart II, LLC, a Texas limited liability company and General Partner of J & P Lockhart Builders, LP, a Texas limited partnership, on behalf of said limited partnership.

(Seal and Expiration)

[Signature]
Notary Public, State of Texas

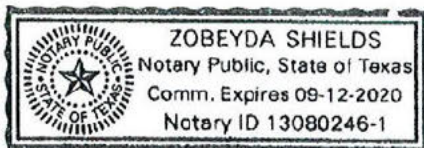


Exhibit "A"
Description of Property

**Description of 316.856-Acre Tract
(JPLI Land)**

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

January 9, 2019

LEGAL DESCRIPTION: BEING 316.856 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE J.B. GRAY SURVEY, ABSTRACT 116 AND THE W. HOUSE SURVEY, ABSTRACT 15 IN CALDWELL COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 283 ACRE TRACT AND 31.3 ACRE TRACT OF LAND CONVEYED TO GLENVOIR FARM AS SECOND TRACT AND THIRD TRACT BY DEED RECORDED IN VOLUME 403, PAGE 671 OFFICIAL RECORDS, CALDWELL COUNTY, TEXAS; SAID 316.856 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JUNE, 2016:

BEGINNING at a 2" steel fence found on the easterly line of Borchert Loop for the southwest corner hereof and said 31.3 acre tract and the northwest corner of that certain 59.289 acre tract of land conveyed to Jay S. Cheek and Brenda A. Cheek by deed recorded in Volume 243, Page 830 of said official records;

THENCE along Borchert Loop, N 31°43'40" W a distance of 831.80 feet to a 60D nail found in old fence post for the northwest corner of said 31.3 acre tract and a common corner with said 283 acre tract and N 31°07'52" W a distance of 1783.62 feet to a railroad tie fence corner post found for the northwest corner hereof and said 283 acre tract and the southwest corner of that certain 136 acre tract of land conveyed to William R. Clark by deed recorded in Document # 122818 of said official records;

THENCE N 58°48'35" E a distance of 3760.23 feet to a "T" post found in rock mound for a northerly, northeast corner hereof and said 283 acre tract and the northwest corner of that certain 57.29 acre tract of land conveyed to Lisa Kay Jolley King and as described by deed recorded in Volume 130, Page 865 of said official records;

THENCE S 31°48'55" E a distance of 1102.81 feet to a "T" post found in 2" iron pipe found in rock mound for an ell corner hereof and the southeast corner of said King 57.29 acre tract;

THENCE N 59°08'24" E a distance of 2444.46 feet to a 12" fence corner post found on the westerly line of that certain 17.18 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records for an ell corner hereof and the southeast corner of that certain 5.257 acre tract of land conveyed to Jose A. Cardenas and Carmen Cardenas by deed recorded in Volume 439, Page 372 of said official records;

THENCE S 32°00'32" E a distance of 654.53 feet to a 2" steel fence corner post found on the approximate common line of the J.B. Gray Survey and the W. House Survey for an ell corner hereof and the southwest corner of said Willenberg 17.18 acre tract;

THENCE N 59°17'01" E a distance of 262.32 feet along said line to a 2" steel fence corner post found for an ell corner hereof and the northwest corner of that certain 14.6 acre tract of land conveyed to Kenneth D. Willenberg by deed recorded in Document #2015-001132 of said official records ;

THENCE S 30°57'43" E a distance of 849.75 feet to a 2" steel fence corner post found on the northerly line of that certain 45.76 acre tract of land conveyed to Stephen R. Knox and Bonnie Lee Knox by deed recorded in Volume 184, Page 505 of said official records for the southeast corner hereof and said 283 acre tract and the southwest corner of said Willenberg 14.6 acre tract;

THENCE S 58°49'37" W a distance of 2282.66 feet to a cotton gin spindle set at a 3/4" iron pipe found for the northwest corner of said Knox 45.76 acre tract and the northeast corner of the aforesaid Cheek 59.289 acre tract;

THENCE S 58°54'26" W a distance of 4196.34 feet to the **POINT OF BEGINNING**, containing 316.856 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
Server; co\Caldwell\sur\M. Hunt\38316



**Description of 155.27-Acre Tract
(JPLB Land)**

LEGAL DESCRIPTION:

155.27 ACRES OF LAND CONSISTING OF A CALLED 35.0 ACRES OF LAND, DESCRIBED AS FOURTH TRACT IN THE W. C. STEFFEY SURVEY, ABSTRACT NUMBER 274 IN CALDWELL COUNTY, TEXAS; AND CONSISTING OF THE REMAINDER OF A CALLED 142.5 ACRES OF LAND, DESCRIBED AS FIFTH TRACT IN THE M. HUNT SURVEY, ABSTRACT NUMBER 137 IN CALDWELL COUNTY, TEXAS; SAID FOURTH TRACT AND FIFTH TRACT, HAVING A COMBINED TOTAL OF 177.5 ACRES, BEING A PORTION OF A 494.8 ACRE TRACT OF LAND CONVEYED IN A DEED TO WILLIAM JANNEY GAMBLE, TRUSTEE OF THE KATIE THOMSON JANNEY REVOCABLE TRUST "A" AND RECORDED IN VOLUME 403, PAGE 671 OF THE DEED RECORDS OF CALDWELL COUNTY, TEXAS (DRCCTX); SAID 155.27 ACRES OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1½-inch iron pipe found in the southwest Right-of-Way (ROW) line of Borchert Loop (County Road 108), being the east corner of a 2.000 acre tract of land in the J. George Survey, Abstract Number 118 in Caldwell County, Texas, described in a deed to Dennis R. & Shalaina T. Walker, recorded in Volume 433, Page 203, DRCCTC, and being the north corner of the remainder of said 177.5 acre Gamble tract;

THENCE along the southeast line of said J. George Survey, Abstract Number 118, being also the southeast line of said 2.000 acre Walker tract; same being the northwest line of said M. Hunt Survey, Abstract Number 137 and the northwest line of said 177.5 acre Gamble tract, S59°45'36"W, a distance of 329.74 feet to an iron rod set with a cap marked "TMG" for the north corner and **POINT of BEGINNING** of the herein described tract of land;

THENCE through the interior of said 177.5 acre Gamble tract, the following two (2) courses and distances:

1. S32°37'51"E, a distance of 560.05 to an iron rod set with a cap marked "TMG" for an angle point, and
2. N57°21'07"E, a distance of 320.50 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

THENCE with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

THENCE continuing through the interior of said 177.5 acre Gamble tract, the following three (3) courses and distances:

3. S57°21'07"W, a distance of 319.02 feet to an iron rod set with a cap marked "TMG" for an angle point,
4. S32°37'51"E, a distance of 1817.85 feet to an iron rod set with a cap marked "TMG" for an angle point, and

5. N57°23'55"E, a distance of 289.15 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

THENCE with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 90.01 feet to an iron rod set with a cap marked "TMG", for an angle point;

THENCE continuing through the interior of said 177.5 acre Gamble tract, the following four (4) courses and distances:

6. S57°23'55"W, a distance of 287.68 feet to an iron rod set with a cap marked "TMG" for an angle point,
7. S32°37'51"E, a distance of 678.17 feet to an iron rod set with a cap marked "TMG" for an angle point,
8. S81°34'47"E, a distance of 52.54 feet to an iron rod set with a cap marked "TMG" for an angle point, and
9. N49°28'18"E, a distance of 239.16 feet to an iron rod set with a cap marked "TMG", being in the southwest ROW of Borchert Loop for an angle point;

THENCE with the southwest ROW line of Borchert Loop, being the northeast line of this 155.27 acre tract, S31°41'23"E, a distance of 40.34 feet to a 60d nail found in the top of a wooden post being the north corner of a 99.0 acre tract of land in the J. H. Finch Survey, Abstract Number 108 in Caldwell County, Texas, described as Tract I in a deed to Edgar L. and wife, Dorothy June Vogel, recorded in Volume 8, Page 21, DRCCTC, and being the east corner of the remainder of said 177.5 acre Gamble tract and being the east corner of the herein described tract of land;

THENCE with the northwest line of said 99.0 acre tract, being the southeast line of the remainder of said 177.5 acre Gamble tract, S49°28'18"W, a distance of 2216.10 feet to a 1½-inch iron pipe found in the northwest line of said 99.0 acre tract, being the east corner of a 340.331 acre tract of land described in a deed to Nami Ranch, L.L.C. and recorded in Document Number 087087 of the Official Public Records of Real Property for Caldwell County, Texas (OPRRPCCTX), for the south corner of the remainder of said 177.5 acre Gamble tract and being the south corner of the herein described tract of land;

THENCE with the northeast line of said 340.331 acre tract, being the southwest line of the remainder of said 177.5 acre Gamble tract, N32°37'49"W, at 3520.81 feet passing a calculated point marking the north corner of said 340.331 acre tract and the southeast corner of a 7.779 acre tract of land described in a deed to Belinda N. Garza and recorded in Document Number 121466, OPRRPCCTX, from said point, a 6" cedar fence corner post bears S57°22'11"W, 1.87 feet; and continuing along the northeast line of said 7.779 acre tract, a total distance of 3662.56 feet to a 1½-inch iron pipe found in the northeast line of said 7.779 acre tract, being along the southeast line of the J. George Survey, Abstract Number 118, at the south corner of a 5.052 acre tract of land described in a deed to Woodmen of the World recorded in Volume 212, Page 545, DRCCTX, for the west corner of the remainder of said 177.5 acre Gamble tract and being the west corner of the herein described tract of land;

THENCE along the southeast line of said 5.052 acre tract, being the northwest line of the remainder of said 177.5 acre Gamble tract,, N59°43'07"E, a distance of 356.48 feet to a ½-inch iron rod found for the east corner of said 5.052 acre tract, being the south corner of a 5.583 acre tract of land described in a deed to Raul & Christine Ybarra and recorded in Volume 639, Page 893, DRCCTX, for an angle point in the northwest line of the remainder of said 177.5 acre Gamble tract and being an angle point in the northwest line of the herein described tract of land;

THENCE continuing along the southeast line of said J. George Survey, Abstract Number 118 and the northwest line of said 177.5 acre tract, N59°45'34"E, at a distance of 603.32 feet passing a ½-inch iron rod found for the east corner of said 5.583 acre tract, being the south corner of a 5.162 acre tract of land described in a deed to Pamala Francine Hunt and recorded in Volume 565, Page 474, DRCCTX; at a distance of 828.27 feet passing a ½-inch iron rod found for the east corner of said 5.162 acre tract, being the south corner of 5.090 acre tract of land described in a deed to Juan Carlos & Ramiro Ruvalcaba and recorded in Volume 306, Page 393, DRCCTX; at a distance of 1068.37 feet passing a ½-inch iron rod found for the east corner of said 5.090 acre tract, being the south corner of a 5.028 acre tract of land described in a deed to United Pentecostal Church and recorded in Volume 484, Page 135, DRCCTX; at a distance of 1328.42 feet passing a ½-inch iron rod found for the east corner of said 5.028 acre tract, being the south corner of said 2.000 acre Walker tract; and, in all, a total distance of 1564.29 feet to the **PLACE of BEGINNING** and containing 155.27 acres of land, more or less.

BEARING BASIS IS NAD83, TEXAS STATE PLANE COORDINATE SYSTEM,
TEXAS SOUTH CENTRAL ZONE 4.

Surveyed on the ground by:

John W. Tobin 10-08-2018
John W. Tobin, Texas RPLS 4422
Sept. 27, 2018



PETITION FOR CONSENT
TO THE ADDITION OF LAND INTO
CALDWELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

The undersigned (herein the "Petitioner"), holder of title to land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code and Chapter 54, Texas Water Code, respectfully requests the City Council of the City of Lockhart, Texas, for its written consent to the inclusion by annexation of land into Caldwell County Municipal Utility District No. 2 (the "District") and would respectfully show the following:

I.

The boundaries of the land to be included in the District are described on Exhibit "A" attached hereto (the "Land"). The Land is located within the extraterritorial jurisdiction of the City of Lockhart. The Land is located within Caldwell County.

II.

The undersigned Petitioner is the owner of title to all the Land as indicated by the tax rolls in Caldwell County. There are no residents on the Land. The Land is to be included into the boundaries of the District by annexation pursuant to, and in accordance with, Section 49.301, Texas Water Code.

III.

The general nature of the work to be done by the District at the present time within the Land is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District was created.

IV.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The Land will be developed as part of Clear Fork Ranch, a master planned residential subdivision. The Land will therefore experience substantial and sustained residential growth. The remainder

of Clear Fork Ranch is located within the boundaries of the District, which was created to make available the facilities and services required for development. There is not now available to the Land an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements, other than from the District. The District will not furnish services to the Land without annexation..

V.

A preliminary investigation has been instituted to determine the cost of development of the Land, and it is now estimated by Petitioner, from such information as it has at this time, that the ultimate costs of the development contemplated will be approximately \$9,994,000. The project will be financed by the issuance of bonds by the District.

VI.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting its consent to the inclusion of the Land described herein within the District.

RESPECTFULLY SUBMITTED, this 11th day of August, 2022.

[The remainder of this page intentionally left blank.]

PETITIONER:

PETITIONER:

JAKOVICH INTERESTS, LLC, a Texas limited liability company

By: 

Name: Jared Jakovich

Title: President

ACKNOWLEDGEMENT

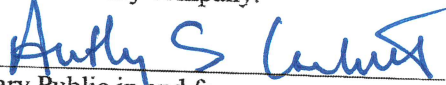
THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 11th day of August, 2022, by Jared Jakovich as President of JAKOVICH INTERESTS, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public in and for
the State of Texas

(SEAL)

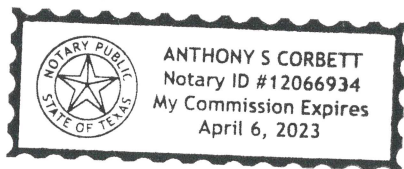


Exhibit "A"

Description of Land

PETITION FOR CONSENT
TO THE ADDITION OF LAND INTO
CALDWELL COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

The undersigned (herein the “Petitioner”), holder of title to land within the territory hereinafter described by metes and bounds, and acting pursuant to the provisions of Chapter 42 of the Texas Local Government Code and Chapter 54, Texas Water Code, respectfully request the City Council of the City of Lockhart, Texas, for its written consent to the inclusion by annexation of land into Caldwell County Municipal Utility District No. 2 (the “District”) and would respectfully show the following:

I.

The boundaries of the land to be included in the District are described on **Exhibit “A”** attached hereto (the “Land”). The Land is located within the extraterritorial jurisdiction of the City of Lockhart. The Land is located within Caldwell County.

II.

The undersigned Petitioner is the owner of title to all the Land as indicated by the tax rolls in Caldwell County. There are no residents on the Land. The Land is to be included into the boundaries of the District by annexation pursuant to, and in accordance with, Section 49.301, Texas Water Code.

III.

The general nature of the work to be done by the District at the present time within the Land is the design, construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system for domestic purposes; the design, construction, acquisition, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide adequate drainage and to control, abate and amend local stormwaters or other harmful excesses of waters; the construction, acquisition, operation or maintenance of roadways including storm drainage, bridges for roadways, and other improvements in aid of these roadways; and the construction, acquisition, improvement, maintenance and operation of such other and additional facilities, systems, plants and enterprises as may be consonant with the purposes for which the District was created.

IV.

There is, for the following reasons, a necessity for the above-described work, services and improvements: The Land will be developed as part of Clear Fork Ranch, a master planned residential subdivision. The Land will therefore experience substantial and sustained residential growth. The remainder

of Clear Fork Ranch is located within the boundaries of the District, which was created to make available the facilities and services required for development. There is not now available to the Land an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road improvements, other than from the District. The District will not furnish services to the Land without annexation.

V.

A preliminary investigation has been instituted to determine the cost of development of the Land, and it is now estimated by Petitioner, from such information as it has at this time, that the ultimate costs of the development contemplated will be approximately \$14,896,000. The project will be financed by the issuance of bonds by the District.

VI.

WHEREFORE, the Petitioner respectfully prays that this request be heard and that your Honorable Body duly pass and approve an ordinance or resolution granting its consent to the inclusion of the Land described herein within the District.

RESPECTFULLY SUBMITTED, this 12th day of August, 2022.

[The remainder of this page intentionally left blank.]

PHAU – LOCKHART 450, LLC, a Texas limited liability company

By:

Name: Nick McIntyre

Title: VP Land

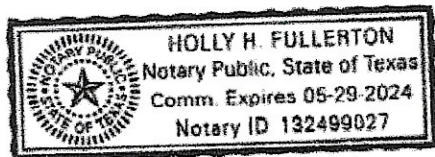
STATE OF TEXAS

www.wws

COUNTY OF Caldwell

This instrument was acknowledged before me on the 5 day of August, 2022, by Nick McIntyre, Managing Member of PHAU – LOCKHART 450, LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)



Notary Public in and for the State of Texas

Exhibit “A”

Description of Land

**A METES AND BOUNDS
DESCRIPTION OF A
135.731 ACRE TRACT OF LAND**

BEING a 135.731 acre (5,912,451 square feet) tract of land situated in the J.B. Gray Survey, Abstract 116, Caldwell County, Texas; and being all of that certain 133.1 acre tract described in instrument to Clark R. and Anne J. William recorded in Document No. 122818 of the Official Public Records of Caldwell County; and being more particularly described as follows:

COMMENCING at a 2-inch metal post found on the northeasterly right of way line of County Road 108 (Borcher Loop) (width varies) marking the south corner of that certain 316.856 acre tract described in instrument to J & P Lockhart I, LP recorded in Document No. 2016-003049 of the Official Public Records of Caldwell County, and the western-most corner of that certain 59.289 acre tract described in instrument to Jay S. Cheek and Brenda A. Cheek, recorded in Volume 243, Page 830 of the of the Official Public Records of Caldwell County;

THENCE, along the said northeasterly right of way line of said County Road 108 the following three (3) courses and distances:

1. North 31°42'12" West, 831.96 feet to a 60D nail found at a wood post for corner;
2. North 31°09'41" West, 1784.12 feet to a railroad tie corner post found marking the **POINT OF BEGINNING** of herein described tract, the west corner of said 316.856 acre tract, and the south corner of said 133.1 acre tract;
3. North 31°45'04" West, 2080.69 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of State Highway 142 (width varies) marking the west corner of said 133.1 acre tract;

THENCE, along the said southeasterly right of way line of State Highway 142 the following four (4) courses and distances:

1. North 77°29'15" East, 403.50 feet to a brass disk in concrete (TxDOT Type 2 monument) found for corner;
2. North 77°35'36" East, 614.53 feet to a brass disk in concrete (TxDOT Type 2 monument) found for a point of curvature;
3. in a northeasterly direction, along a tangent curve to the left, a central angle of 16°47'34", a radius of 1979.86 feet, a chord bearing and distance of North 69°11'50" East, 578.20 feet, and a total arc length of 580.27 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of tangency;
4. North 60°48'03" East, 72.48 feet to a point for corner, on the southwesterly line of that certain 2.04 acre tract described in instrument to the State of Texas recorded in Volume 211, Page 501 of the Deed Records of Caldwell County, and marking the southeast corner of that certain 1.148 acre tract (Part 2) described in instrument to the State of Texas recorded in Volume 111, Page 272 of the Official Public Records of Caldwell County, and from which a 1/2-inch iron rod (bent) found bears: South 48°25'08" East, 0.20 feet;

THENCE, along the southwesterly, southeasterly, and northeasterly lines of said 2.04 acre tract the following four (4) courses and distances:

1. South 48°25'08" East, 243.37 feet to a concrete monument (TxDOT Type 1) found marking the south corner of said 2.04 acre tract for corner;
2. North 61°06'51" East, 199.72 feet to a concrete monument (TxDOT Type 1) found marking the southeast corner of said 2.04 acre tract for corner;

3. North 11°21'22" East, 159.62 feet to a 1/2-inch iron rod with plastic cap stamped "KHA" set found marking the east corner of said 2.04 acre tract for corner;
4. North 65°23'10" West, 135.83 feet to a brass disk in concrete (TxDOT Type 2 monument) found on the southeasterly right of way line of said State Highway 142 marking the southwest corner of that certain 1.553 acre tract (Part 1) described in aforesaid instrument to the State of Texas;

THENCE, along the said southeasterly right of way line of State Highway 142 the following three (3) courses and distances:

1. North 60°48'30" East, 73.56 feet to a brass disk in concrete (TxDOT Type 2 monument) found for the point of curvature;
2. in a northeasterly direction, along a tangent curve to the right, a central angle of 30°17'19", a radius of 1839.85 feet, a chord bearing and distance of North 75°57'11" East, 961.33 feet, and a total arc length of 972.61 feet to a brass disk in concrete (TxDOT Type 2 monument) found at a point of tangency;
3. South 88°54'09" East, 1200.54 feet to a brass disk in concrete (TxDOT Type 2 monument) found marking the northeast corner of said 133.1 acre tract, and the northwest corner of that certain 55.627 acre tract described in instrument to Charles D. and Jane Spillmann recorded in Document No. 2016-004753 of the Official Public Records of Caldwell County;

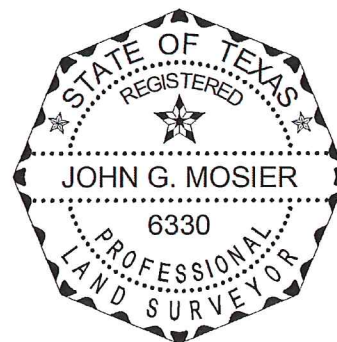
THENCE, along the southwesterly, and northwesterly lines of said 55.627 acre tract the following three (3) courses and distances:

1. South 31°07'22" East, 708.49 feet to a wood post found marking the east corner of said 133.1 acre tract;
2. South 58°52'53" West, 114.97 feet to a 1/2-inch iron rod with plastic cap "UNREADABLE" found for corner;
3. South 55°23'01" West, 17.64 feet to a "T" post in rock mound found marking a westerly corner of said 55.627 acre tract;

THENCE, South 58°48'59" West, 3761.70 feet along the southeasterly line of said 133.1 acre tract, same being the northwesterly line of aforesaid 316.856 acre tract to the **POINT OF BEGINNING** and containing 135.731 acres of land in Caldwell County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Southcentral Zone (FIPS 4204) (NAD'83). All distances are on the Surface and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

John G. Mosier
7-27-21

John G. Mosier
Registered Professional Land Surveyor No. 6330
Kimley-Horn and Associates, Inc.
601 NW Loop 410, Suite 350
San Antonio, Texas 78216
Ph. 210-541-9166
greg.mosier@kimley-horn.com



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider the scope of a new or updated comprehensive plan.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Dan Gibson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This item is the first step in the process to adopt a new or updated comprehensive plan for Lockhart. It consists primarily of a summary of the items to be addressed in the content of the plan. The attached sheets are slides from a PowerPoint presentation that will be shown at the Council meeting. It begins with background information about our current plan and how it has been used in the 22 years since it was adopted. Then, there is an outline of the major topics from the ten chapters of the current plan, with examples of issues addressed within each topic. The orange boxes contain suggested issues that could be included in a new plan that aren't covered in the current plan. Following the major topics from the current plan, there are three entirely new major topics or chapters listed that could also be included in the new plan. Finally, there is a summary of the typical major steps in the comprehensive planning process from establishing the scope (which is this agenda item) to final adoption of the new plan by the City Council. In addition to the PowerPoint presentation slides, there are two supplemental documents attached from other sources which provide an overview of comprehensive plans and the comprehensive planning process.

PROJECT SCHEDULE (if applicable): The project schedule is usually established by the planning consultant hired to prepare the plan, and is part of the consultant's scope of services in their contract. Based on the amount of time it took for the Lockhart 2020 Comprehensive Plan, it is estimated that the entire project may take approximately two years from when the consultant starts.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The proposed 2022-23 budget allocates \$100,000 for employing a professional planning consultant to prepare the comprehensive plan. It is expected that the process will take two years, and an estimated additional \$100,000 will be needed in the 2023-24 budget to fund the second year of the project.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: Staff previously provided the Council with some general recommendations from the Planning and Zoning Commission with regard to a potential update or replacement of the Lockhart 2020 Comprehensive Plan.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: This is intended as a discussion item for staff to receive feedback from the Council.

LIST OF SUPPORTING DOCUMENTS: Comprehensive plan scope presentation for 09-06-22 CC, Comprehensive Planning - supplement, Preparing for Comp Plan Process - supplement

Things to consider for a new



Comprehensive Plan

What about our current plan?

- ❖ The current ***Lockhart 2020 Comprehensive Plan*** was prepared by a consultant and adopted in 2000.
- ❖ The *Land Use Plan* and *Thoroughfare Plan* maps were updated, and a new *Sidewalk/Trail Plan* map was added, in-house in 2011.

❖ Additional studies that have been adopted as subsequent elements of the ***Lockhart 2020 Comprehensive Plan*** since 2000 include:

- Colorado Street Corridor Improvement Plan
- Sustainable Places Project
- Parks, Recreation, and Open Space Plan

❖ Examples of actions recommended by the ***Lockhart 2020 Comprehensive Plan*** that have been implemented since its adoption in 2000 include:

- Annexations
- Impact fees
- Driveway access ordinance
- Amendments to the zoning, subdivision, sign, and floodplain ordinances
- Target Industry Strategy Report - 2020
- Branding and Wayfinding
- Colorado Street widening, sidewalk, and drainage construction project
- Colorado Street railroad overpass
- New fire station
- Town Branch Creek trail
- Curb-side recycling

What has changed since 2000?

- ❖ The City's population has increased from 11,615 in 2000 to an estimated population of approximately 15,600 by the end of this year.
- ❖ Over 5,000 acres has been annexed into the city limits, with another 638 acres to be annexed soon due to the expiration of the 2007 annexation agreements for parcels south of State Park Road.
- ❖ SH 130 has been constructed.

What should be included in the plan?

❖ Introduction

- Organization/Contents of the plan
- General background information about the city
- Previous plans and studies
- Demographic and economic data – *current trends and future projections*

❖ Community Vision

- SWOT analysis – *strengths, weaknesses, opportunities, threats*
- Community issues – *urban pattern, infrastructure, municipal facilities and services, quality of life, community identity, implementation*
- Vision Statement
- Goals

What should be included in the plan?

❖ Land Use

- Existing land use inventory
- Future Land Use Plan
- Housing – *existing housing conditions, affordability, housing for elderly/disabled residents, housing rehabilitation*
- Annexation – *annexation history, annexation plan*

More diverse forms of housing

Workforce housing

Aging-in-place housing

❖ Transportation

- Existing street network – *traffic volumes, pavement conditions and widths, traffic control devices*
- Thoroughfare Plan – *street classifications and standards*
- Sidewalk/Trail Plan
- Airport
- Railroad
- Public Transportation

Public charging station
infrastructure for electric vehicles

Stations for urban air mobility
vehicles

What should be included in the plan?

❖ Community Facilities and Services

- Municipal buildings – *city hall, library, senior center, animal shelter, recycling center*
- Emergency services - *police, fire, EMS*
- Parks
- Cemetery

Indoor multipurpose conference and recreation center

Post-secondary education and career training

Hospital

City-wide public internet infrastructure

❖ Central Business District

- Existing conditions – *land use / zoning, traffic and pedestrian circulation/control, street/sidewalk/drainage conditions, parking, business occupancies*
- Appearance – *buildings, signage, lighting, landscaping*
- Courthouse / Historic District
- Central Business District Plan – *mixed uses, pedestrian orientation/accessibility, aesthetics*

What should be included in the plan?

❖ Water and Wastewater

- Existing water system – *usage, supply, treatment capacity and water quality, storage, distribution*
- Water System Plan - *use, supply, treatment, storage, distribution piping*
- Existing wastewater system – *flows, collection and lift stations, treatment capacity and effluent quality*
- Sewer System Plan – *capacity, collection piping and lift stations, treatment*

❖ Storm Drainage

- Drainage areas – *Boggy Creek, Town Branch Creek, Mebane Creek, Airport Branch, Water Plant Creek, Pecan Branch Creek, Clear Fork Creek Berry Branch*
- Design criteria – *streets and inlets, storm sewer pipe and culverts, unlined channels, lined channels*
- Regional stormwater detention facilities
- Proposed drainage improvements by drainage area

Additional drainage areas where annexations have extended beyond current areas

What should be included in the plan?

❖ Economic Development

- Recent economic development planning efforts
- Existing economic conditions – *household income, labor supply, major employers, industrial sites, utility rates, taxes, land and building development costs*
- Economic Development Plan and Implementation Strategy – *quality of life, business recruitment/expansion/retention, infrastructure, tourism, housing, communication, tax incentives, grants and loans*

❖ Implementation

- Continuing planning process and major updates
- Strategic Implementation Program – *goals, objectives, policies, statements of action*
- Codes and ordinances
- Municipal finance – *annual budget, operating revenues and expenditures, long-term outstanding debt, assessed valuation, capital improvement program*

What are some new topics?

❖ Health and Wellness

- Hospital
- Mental health care
- Access to nutritional food
- Fitness programs

❖ Sustainability and Resiliency

- Water and energy conservation and efficiency
- Climate change – *renewable energy, reduce greenhouse emissions*
- Green building – *recycled/reused materials, solar orientation*
- Urban agriculture – *home and community gardens, industrial farming*
- Disaster preparedness and recovery
- Threats to long-term safety/prosperity – *physical, economic, environmental quality*

What are some new topics?

❖ Arts, Culture, and Tourism

- Festivals
- Tours
- Art galleries
- Live theater
- Live music
- Destination restaurants
- Specialty retail
- Lodging

How do we get there?

1. Establish the desired scope of the plan
2. Hire a consultant for technical expertise
3. Community engagement throughout the process
 - Identify and involve stakeholders
 - Appoint a steering committee
 - Citizen surveys
 - Charrettes
 - Public forums
 - News releases and social media
4. Data collection, analysis, and forecasting
5. Set goals and objectives
6. Prepare draft plan
7. Review and revise draft plan
8. Steering Committee recommends final plan
9. Planning and Zoning Commission recommends final plan
10. City Council adopts final plan

Comprehensive Planning



Introduction

An old saying amongst those in the planning profession is that if you fail to plan, what you are in reality doing is planning to fail. Communities are always facing this dilemma. If the community you work, play, and live in does not have a plan for its future, what ultimately may happen is that the community will fail to adapt to change and to take advantage of opportunities.

The concept of comprehensive planning is very much related to the economic prosperity of communities. A comprehensive plan can be a tool for planning the future growth or decline of a local community. Most importantly, a comprehensive plan can be used to address the constant change and evolution of a community. Comprehensive plans are sometimes referred to as land use plans—they often deal with issues related to the appropriate uses of land. In many cases, comprehensive plans are prepared to address compatibility issues between various uses of land, management and preservation of natural resources, identification and preservation of historically significant lands and structures, and adequate planning for infrastructure needs. In other instances, comprehensive plans are utilized to address issues related to schools, recreation, and housing.

History of Comprehensive Planning

The issue of comprehensive planning in the United States has been addressed since the birth of the country. The original Williamsburg was one of the first highly successful products of an attempt to create a land use plan in the colonies. In 1699, Williamsburg was laid out under the most detailed piece of town-planning legislation adopted in the English colonies up to that point. Williamsburg reflected what is referred to as “axial planning,” which means that it is formal but not pompous.¹ Many argue that the modern phase of American city planning began with the Columbian Exposition of 1893. However, the modern era of planning for growth and development began in 1900, when several papers dealing with the beautification of government buildings were presented at an annual meeting of the American Institute of Architects in Washington, D.C. This meeting resulted in the appointment of a committee responsible for preparing a plan for the District of Columbia’s park system. In 1901 the final plan for the park system was completed, and it left an impression on many cities and villages throughout the country. Public improvement groups were established in these communities, and they began the work of applying the new gospel of planning. Early on, this planning process was referred to as the “City Beautiful Movement.” This movement established two aspects of the local comprehensive planning process that are still in use: (1) the professional consultant in the field of comprehensive land use planning, and (2) the planning commission, which is used in communities all across the country. The City Beautiful Movement was the beginning of what is more commonly referred to today as “Comprehensive Planning.”²

What Is a Comprehensive Plan?

Comprehensive planning is an attempt to establish guidelines for the future growth of a community. As the term “comprehensive” suggests, this is an all-inclusive approach to addressing the issue of a community’s future growth. A comprehensive plan is the formal document produced through this process. The document is official in nature, meaning that it is designed to be adopted into law by some form of local government. The document should then serve as a policy guide to decisions about community development.

According to William I. Goodman, a well-known author on the subject of comprehensive planning, the key principle in the concept of the comprehensive plan is that it is an instrument to be used by community leaders who establish the policies and make the decisions regarding physical development. According to Goodman, the plan document should fulfill six basic requirements:

1. It should be comprehensive.
2. It should be long-range.
3. It should be general.
4. It should focus on physical development.
5. It should relate physical design proposals to community goals and social and economic policies.
6. It should be a policy instrument first, and a technical instrument only second.³

Goodman goes on to say that the procedure for creating a comprehensive plan also has six basic requirements:

1. There should be only one official comprehensive plan.
2. The legislative body should formally adopt the plan.
3. There should be a lengthy period of public debate prior to adoption.
4. The plan should be available and understandable to the public.
5. The plan should be formulated to capitalize on its educational potential.⁴

What Is Included Within a Comprehensive Plan?

The elements of a comprehensive plan can vary from community to community. In most cases though, the plan consists of a study of existing conditions and a discussion of future trends, goals, and objectives. Land use patterns, housing conditions, population, roadways, and other infrastructure issues are usually the principle elements that are studied.

In some cases, educational facilities are reviewed along with recreational and other government facilities. Social service facilities may also be discussed. Comprehensive plans deal with the land-use-related issues relevant to each of these topics.

The Comprehensive Planning Process

A comprehensive plan should be a vision of what a community is to be in the future. The process of developing this plan should be a community-wide effort. All interest groups should play a part in delineating this vision. Specific goals and objectives should be developed along with a time frame for implementation. The contents of a comprehensive plan can vary from community to community, but in most cases, a plan should consist of the following elements:

1. land use (both existing and future),
2. demographics (existing and projected),
3. housing,
4. infrastructure,
5. education,
6. recreation, and
7. throughfares.

The first phase of the process consists of collecting all available data on these topics. A citizens' participation process should also be developed.

Getting Organized

Before any work begins on the comprehensive plan, a leader should be appointed to coordinate this project. A committee should also be appointed to provide direction to the person or persons held responsible for developing the plan. A popular scenario is for the county commissioners or village (city) council to appoint the committee and assign the task of leading the process to an administrative department head or consultant.

Data Collection

One of the first steps in the comprehensive planning process is to collect data on existing conditions. The data collected should relate to each of the elements that will make up the plan. For example, obtaining existing zoning maps or land use maps that have been developed in the past can be a starting point for reviewing current land use information. If this information is not available, it may be necessary to conduct a survey of the existing uses of land. A classification system identifying the various types of land use must then be developed. Typically, existing land uses can be identified as falling into three major categories: residential, commercial, or industrial. Additional categories can include recreation/open space, agricultural, and government. You can then break down each major category into other classifications. For example, you can have multi-family (meaning more than one unit) and single family as two classifications within the residential land-use category. The industrial land use category can be divided into heavy industrial classifications or light industrial classifications. Each parcel of land within the community should be classified and identified on a map with a specific classification.

If housing is an element of the comprehensive plan, data regarding existing housing in the community must be collected. Information pertaining to conditions, age, number of units, whether or not each unit has adequate plumbing and kitchen facilities, and whether the unit is owner- or renter-occupied could be relevant. Most of this data can be obtained from U.S. Census Bureau information. The Census Bureau can also provide data related to the demographics of the community population. However, a more detailed house-by-house survey may also be desired.

If the comprehensive plan is to include a study of transportation, then the community's existing roadway system should be evaluated. Reviewing existing maps of the community can initiate this process. A review of current transportation services can also be included as part of the transportation element.

Various methods for collecting data can be used. The best approaches vary depending on what elements are to be included in the comprehensive plan. It is important to remember that most information needed for planning is already available through a number of sources.

Analyzing Data

Once the data has been collected, the next step in the comprehensive planning process is to analyze it. The coordinator and committee should take time to study data provided for each of the planning categories. The data should be analyzed for trends or other significant considerations. Upon thorough review and analysis, the next step in the process is to come up with goals and objectives.

Goal Setting

The comprehensive plan should conclude with a set of recommendations established by the committee. The recommendations should be presented in the form of goals and objectives. The objectives should consist of strategies for addressing each of the main goals.

Citizen Participation

Throughout the entire comprehensive planning process, citizen input should be obtained. After all, the comprehensive plan is a document for the community. The citizens of the community should have a say regarding the future of their community. There are a number of ways to obtain citizen input:

1. Hold a series of open forums or public meetings to obtain public comment.
2. Distribute news releases explaining what is being worked on and inviting written comments.
3. Include a citizen survey as part of the comprehensive planning process and incorporate the results into the body of the plan.

Citizen input helps to determine the goals and objectives of the plan.

Conclusion

In 1972 President Nixon appointed a Citizens' Advisory Committee on Environmental Quality. This committee established a task force to study land use and urban growth. The task force consisted of prominent people, including Lawrence S. Rockefeller from the famous Rockefeller family and Mayor Pete Wilson of San Diego, California. Other appointees were experts from the academic, legal, banking, land development, and conservation communities specializing in different areas. A nine-month study was funded by a grant from the Rockefeller Brothers Fund, and it led to the publication of a report entitled *The Use of Land: A Citizen's Policy Guide to Urban Growth*. A major conclusion of this study was that land is a basic resource on which human activity ultimately depends. Comprehensive planning is a tool for determining how to use this resource.

Where To Get More Information About Comprehensive Land-Use Planning

American Planning Association, 122 South Michigan Avenue, Suite 1600, Chicago, IL 60603, phone 312-431-9100, fax 312-431-9985. www.planning.org

How Will America Grow? A Citizen Guide to Land-Use Planning. 1976. Washington, DC: Citizens Advisory Committee on Environmental Quality.

Illinois Association of Regional Councils, 500 East Capitol Avenue, PO Box 1093, Springfield, IL 62705-1093, phone 217-525-7431, fax 217-525-7438.

Ohio Planning Conference, 129 South Third Street, Suite 510, Columbus, OH 43125-7100, 614-221-4349.

Ohio State University Extension, Community Development, 700 Ackerman Road, Suite 235, Columbus, OH 43202-1578, phone 614-292-8436.

The Practice of Local Government Planning. 2nd ed. 1988. Frank S. So and Judith Getzels, eds. Chicago, Ill.: International City/County Management Association.

Principles and Practices of Urban Planning. 1968. William I. Goodman, ed., and Eric C. Fruend, assoc. ed. Chicago, Ill.: International City Managers Association.

The Small Town Planning Handbook. 2nd ed. 1995. Thomas L. Daniels, John W. Keller, and Mark B. Lapping. Chicago, Ill.: American Planning Association Press.

References

1. William I. Goodman, ed., and Eric C. Fruend, assoc. ed. 1968. *Principles and Practices of Urban Planning*. Chicago, Ill.: International City Managers Association, p.1.

2-4. Ibid.

This material written by John B. Conglose, Community Economic Development Agent, Huron County, Ohio, Ohio State University Extension. Reprinted as part of a multi-state effort to improve land use education.

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“The beginning is the most important part of the work.”

— Plato, *The Republic*

Preparing for the Comprehensive Planning Process

Mike Koles

Local governments across Wisconsin are beginning to use the comprehensive plan as a tool to guide their community's future. The Wisconsin legislature supports these efforts as evidenced by the new comprehensive planning law and associated grant program (see *Key Points about Wisconsin's New Comprehensive Planning and "Smart Growth" Law* (G3750)). The comprehensive plan is often looked upon as a road map that can foster the achievement of community goals. The process of developing and then implementing a plan is however, complex, and involves many different actors, as well as using community resources and creating discussion on potentially divisive issues. To undertake a well-organized, efficient and civil planning process that produces an effective, consensus-based comprehensive plan, many communities address planning by first

“planning for the plan.” This publication introduces the concept of pre-planning and includes a worksheet with common questions that a community can use as a tool to prepare for planning.

Why should communities “prepare to plan”?

One purpose of preparing to plan is to develop initial agreement among key stakeholders about the overall planning effort. This includes defining the purpose of the effort, the main steps in the process, and designing a system to involve citizens and develop community ownership of the effort. The support and commitment of stakeholders are critical if comprehensive planning is to succeed.

In addition to developing support from key leaders, preparing to plan helps a community clearly agree upon several critical decision points from the beginning of the process including:

- Why the community needs to plan
- General topics the plan should address
- Who should be involved in the effort
- Issues the community needs to learn more about
- Planning process steps and timeline



Properly preparing helps assure that planning is the correct tool for the community to use and that the tool is used effectively and efficiently. Without preparation, a community might be trying to fit a square peg into a round hole. Not only does this waste time, but the community will be unsuccessful in achieving its goals.

Additionally, agreeing on the reasons for developing a comprehensive plan helps build community support for the planning effort from the beginning. Without a broad consensus, citizens might look on the planning effort as something that happened in a smoke-filled room in the back of the courthouse.

Often the first step in developing a public participation plan is to agree upon the entity that will guide the planning process. This could be one body or a mixture of the local government, planning commission, planning department, citizen's advisory committee or private planning consultants. In addition to identifying the planning entity, the roles of other stakeholders can be defined. For example, a citizen's advisory committee might direct the process, while the planning department or professional planner collects and analyzes data. Also, a chair and secretary of the process are often identified.

"The governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation..."

—Wisconsin's Comprehensive Planning Law, Wisconsin Act 9

Preparing to plan components

Preparing for the planning process can be achieved by having a group of community leaders address a series of questions. The questions can be broken into four primary categories:

1. Purpose of planning
2. Stakeholder analysis
3. Educational need
4. Planning process

Purpose of planning

Communities often first identify why they want to develop a comprehensive plan and the topics that need to be addressed in the process. By addressing these points, the community can identify whether or not it really needs planning. Often a community will find that it does not need to develop a full-blown comprehensive plan, but instead can simply adjust an existing one (possibly to meet legal requirements) or develop a specific approach to address an issue. For example, if algae blooms are the problem, maybe an educational program rather than a comprehensive plan is the cure.

Questions to ask when identifying the purpose:

- What is our comprehensive planning history?
- What is the purpose of the planning effort?
- What are some broad topics that should be addressed in the plan?
- Will a plan help us address our needs?

Stakeholder analysis

Another initial discussion should revolve around identifying who to involve in the planning effort and how and when they should be involved. These individuals, groups or organizations are often referred to as stakeholders or, anyone who can be affected by or can affect the comprehensive plan or its implementation. Without broad participation, it is difficult to develop a quality plan that is relevant to and supported by the community and its leaders. Wisconsin's comprehensive planning law recognizes the importance of stakeholder involvement and requires that communities adopt written procedures designed to foster public participation.

Questions to ask about stakeholders

- Who are the stakeholders that should be involved in the planning process?
- How will we involve stakeholders in the planning process?
- Who will lead the planning process?
- Who will post meeting notices, take meeting minutes, attendance, etc.?
- When do certain stakeholders need to be involved?
- How do we go about choosing and hiring a planning consultant?

Educational need

An integral portion of the planning process involves educating the community. A community cannot effectively plan without knowing where it has been, how it got there and where it could be heading. Comprehensive planning involves deciphering the integrated mix of ingredients that make up a community; for example, the relationship between transportation and local development trends, or forest cover and wildlife health. These are just a few of the myriad of connections that must be thoroughly understood to develop and implement an effective plan. As a community prepares, it should identify topics it needs to learn about and better understand in order to develop the most effective comprehensive plan.

Questions to ask about educational needs

- What do we need to learn about each topic that will be addressed in the plan?
- What are some citizen participation tools that we can use to involve the public?

Coordinating the planning process

Planning process logistics are often charted during the preparation step. This might include constructing a timeline that identifies what will be accomplished when, essentially serving as a road map to success. It involves ironing out some details. For example, a citizen's advisory or other local planning committee will have to make difficult decisions. During the pre-planning process, the committee might ask some of the following questions:

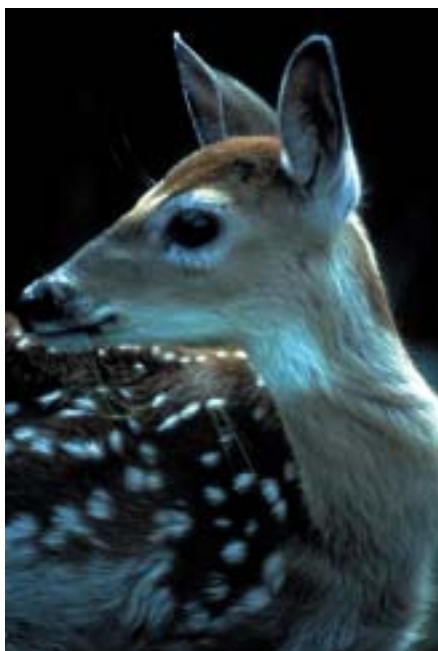
- How will the committee make decisions? (Consensus? Voting?)
- Will all members vote? Who can vote?
- On what will decisions be based (data, personal values, politics, etc.)?
- Are there any rules of conduct the committee should follow?
- Do members have to attend a certain number of meetings to be eligible to vote?
- How often does the committee want to meet? When? How long?

Identifying these simple details will make the process much smoother and more efficient.

Three steps to preparation

Preparing to plan is typically a three-step process.

1. The first step involves developing, a rudimentary understanding of comprehensive planning, Wisconsin's Comprehensive Planning Law and the preparation phase itself. Local planning agencies, regional planning commissions and University of Wisconsin–Extension educators can assist communities throughout the initial learning phase.
2. The second step involves actually developing a “plan to plan.” This is normally accomplished with a small group of people who will provide leadership to the planning process. Plan commissions, town, county and village boards, city councils, or even a group of interested citizens often perform this task.
3. The final step involves presenting a draft “plan to plan” to stakeholders who will be involved in the planning process. This helps develop buy-in and allows for any needed amendments to be made. For example, dates or times are often changed to accommodate certain stakeholders or participants may volunteer to perform specified roles, such as committee secretary or newsletter editor.



Pre-planning process

Step 1 ➡

Basic understanding of comprehensive planning

Step 2 ➡

Developing a pre-plan

Step 3

Present draft “plan-to-plan” to stakeholders

Summary

Comprehensive planning is complex, involves many actors, uses community resources, involves discussion regarding potentially divisive issues, and may take place over the course of several years. Entering into such a process is not being taken lightly by many Wisconsin communities, and as a result they are beginning the process by planning to plan. Without a map of the planning process, the road to success may be inordinately long and bumpy.

References

1. Bryson, J. M. (1995). Strategic planning for public and nonprofit organizations: A guide to strengthening and sustaining organizational achievement. Jossey Bass Publishers, San Francisco.
2. Bunnell, G. (1997). *To Produce an Effective Plan You Need a Plan for Planning*. UW-Madison Department of Urban and Regional Planning, Extension Report 97-2.
3. Kelly, E. D. and E. Becker. (2000). Community planning: An introduction to the comprehensive plan. Island Press, Washington, D.C.
4. Koles, M. J. (1998). An integrated environmental management case study: The Upper Sugar River watershed initiative. *Journal of Regional Analysis and Policy*.

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Preparing for the Comprehensive Planning Process (G3747)

I-10-01-2M-300

Pre-planning worksheet

1. What is the purpose of the planning effort?

2. What are some broad topics that should be addressed in the plan?¹

3. Will a plan help us address our needs?

4. Who are the stakeholders that should be involved in the process?

5. How will we involve stakeholders?²

6. What will be the role of each stakeholder? When will each be involved?

¹ Wisconsin's Comprehensive Planning Law clearly identifies some general topics that need to be addressed by the comprehensive plan. These are commonly referred to as the "nine elements." The nine elements provide an effective guide for discussion regarding this question.

² Wisconsin's Comprehensive Planning Law requires that: "The governing body of a local governmental unit shall adopt written procedures that are designed to foster public participation..." This essentially means that a public participation plan must be adopted. When discussing this issue, it is important that the significance of citizen participation and the variety of tools available to foster participation is clearly understood. A separate educational session on public participation may be necessary.

7. Who will provide technical assistance to develop the comprehensive plan? Does the community have the skills or will it need to hire a planning consultant?³

8. Who will chair the planning process, perform secretarial duties, etc.?

9. What policies will we use to make decisions?

10.What are committee conduct rules?

11.How often do we want to meet? How long? Do we want to have set dates? Times?

12.What are the community's educational needs with regard to comprehensive planning (information on plan topics, data, trends)?

³ If the community intends to hire a planning consultant, an additional topic that should be addressed is how the consultant will be hired (e.g., request for qualifications, request for proposal).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider adopting Aeronautical Minimum Standards for Commercial and Non-Commercial Operators at the Lockhart Municipal Airport.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Municipal Airport currently does not have adopted comprehensive minimum standards for commercial and non-commercial operations. Airport standards set forth the minimum requirements for individuals or entities wishing to provide aeronautical services to the public on a publicly-used airport. They must meet the minimum standards to provide those services. The minimum standards would be used to regulate conduct at the airport and specify provisions that will be included in the airport leases, permits or concession agreements, and apply uniformly to all persons operating at the airport.

Established minimum standards provide a host of benefits to municipal airports, such as:

- Safe operating environments
- Higher quality of services for the public
- Airport sponsors can avoid conflicts and political entanglements
- Orderly and efficient development of the airport and its services
- Helps maintain compliance with Federal Grant Assurances
- Protects the airport sponsor by ensuring services provided maintain a minimum level of insurance coverage

The proposed minimum standards provide the following:

- Ensures compliance with all Federal, State, and local laws, including building and applicable zoning codes
- Fixed-Based Operator (FBO) Building sizes (Minimum of 2,000 SF)
- Hours of operation requirements for fueling(7 days a week, 9/hr day minimum)
- Equipment required for operations (fueling, etc.)
- Insurance requirements that meet FAA standards
- Establishes an Airport Business Permit Application process that includes qualifications, consistency with the Municipal Airport Layout Plan, submission of a business plan and inclusion of a financial package that demonstrates the capital necessary to provide desired operations
- Establishes guidelines for operating specific businesses such as sales, mechanics,

City of Lockhart, Texas

Council Agenda Item Cover Sheet

rental services, charter services, aerial applicators, and washing services

- Maintenance duties of each lessee (mowing, debris removal and free of hazards)
- Creates uniform leasing practices
- Requires the commencement of construction on land leases to begin within one year of lease and completion of the minimum improvements to be completed within one year after construction commences
- Protects the airport sponsor by ensuring services provided maintain a minimum level of insurance coverage

All new contracts will be written to the standards applicable at the time. If a new contract gives an economic advantage to a new FBO, the City may renegotiate its contract with the disadvantaged FBO. Existing Lease agreements will remain in place as described in their current lease agreement, no modification will be required on existing FBO's and land leases.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart Airport Advisory Board unanimously recommended adopting the Lockhart Municipal Airport Minimum Standards at the August 23rd Airport Advisory Board Meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of the presented Lockhart Municipal Airport Minimum Standards.

LIST OF SUPPORTING DOCUMENTS: Lockhart Municipal Airport Standards Clean, Airport Business Application



Lockhart Municipal Airport
Minimum Standards

Minimum Standards

Table of Contents

Definitions

Section 1 General Standards

Section 2 Conducting Business at the Airport

Section 3 Commercial Operations

Section 4 Insurance

Section 5 Building/ Improvement Standards

Section 6 Leasing

Appendix A Business Application

DEFINITIONS

Accident: A collision or other contact between any part of an aircraft or a vehicle, person, stationary object or other thing which results in property damage, personal injury, or death; or an entry into or emerging from a moving aircraft or vehicle by a person which results in personal injury or death to such person, or some other person, or which results in property damage.

Advisory Board: City appointed board that makes recommendations to the City pertaining to Airport related matters.

Advisory Circular (AC): FAA publications consisting of all non- regulatory material of a policy, guidance, and technical nature. Used as basic source for most Airport design criteria.

Aeronautical Activity: Any activity or service conducted on Airport property, which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations.

Aeronautical Activities include, but are not limited to:

- General and corporate aviation
- Air taxi and charter operation
- Aerial photography
- Pilot training
- Aircraft rental
- Sightseeing
- Aerial surveying
- Crop dusting
- Aircraft sales and service
- Aviation fuel and oil sales (whether or not conducted in conjunction with other included activities)
- Repair and maintenance of aircraft Sale of aircraft parts Aviation fire suppression
- Aviation advertising
- Aircraft management
- Any other activities that, because of their direct relationship to the operation of aircraft can appropriately be regarded as an aeronautical activity.

The following are non- aeronautical activities:

- Ground transportation (taxis, car rentals, limousines)
- Restaurants
- In- flight food catering
- Barber shops
- Auto parking lots

Air Traffic: Aircraft in operation anywhere in the air or, when under their own power, on the ground.

Aircraft: Means any device intended to fly in the air.

Aircraft Charter and Air Taxi Services: An Air Charter or Air Taxi Operator engages in the business of providing air transportation (persons or property) to the general public for hire, on a basis under Code of Federal Regulations CFR 14 Part 135 of the Federal Aviation Regulations.

Aircraft Fuel: Means all flammable substances expressly manufactured and blended for the purpose of operating an Aircraft engine.

Aircraft Operator: Person in charge or command of an aircraft. The Aircraft Operator may, or may not be, the owner of the aircraft.

Airport Layout Plan (ALP): An FAA/TxDOT approved set of drawings showing Airport boundaries, physical features and proposed additions to all areas owned or controlled by the sponsor for Airport purposes, the location and nature of existing and proposed Airport facilities and structures, and the location on the Airport of the existing and proposed nonaviation areas and improvements thereon. The drawings also show local airspace, approach areas and obstructions in the approach areas.

Airport Master Plan (AMP): Presents a conception of the ultimate development of a specific Airport. It presents the research and logic from which the plan was evolved and displays the plan in a written report.

Airport Owner: The Airport Owner is the City of Lockhart.

Airport Rates and Charges: A schedule of fees approved by the City payable by users and Operators at the Airport.

Airport Tenant: A person who leases or uses property at the Airport solely for the purpose of storing Based Aircraft, and who is not engaged in any Commercial Operation.

Airside: The area of the Airport that is either contained within the Airport perimeter fence or which requires access through a building located on or adjacent to Airport property which requires access to an Airport surface such as runways, taxiways, or aprons.

Airspace: Space in the air above the surface of the earth or a particular portion of such space, usually defined by the boundaries of an area on the surface projected upward.

Air Traffic Pattern: The Air Traffic flow that is prescribed for aircraft landing at, taxiing on, or taking off from the Airport.

Apron: A defined pavement area, intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, servicing and parking.

Avionics, Instruments or Propeller Repair Services: A service that engages in the business of and provides a shop for the repair of aircraft avionics, propellers, instruments, and accessories for general aviation aircraft. This category may include the sale of new or used aircraft avionics, propellers, instruments, and accessories.

AWOS (Automated Weather Observation System): AWOS is a fully configurable airport weather system that provides continuous, real-time information and reports on weather conditions. This information includes barometric pressure, wind speed and wind gusts, temperature and dew point, visibility, sky condition, precipitation, thunderstorms, freezing rain and runway surface conditions.

Based Aircraft: Aircraft which the owner physically locates and domiciles at the Airport intending that it remain for an undetermined period, and which, whenever it is absent from the Airport, the owner intends to return it to the Airport.

Building: Main portion of a structure, all projections, or extensions there from, any changes or additions thereto, and shall include garages, outside platforms, docks, carports, canopies, eaves, and porches.

Building Area: An area on an Airport to be used, considered, or intended to be used, for Airport buildings or other Airport facilities or rights-of-way, together with all Airport buildings and facilities located thereon.

City: The City of Lockhart, Texas and Owner of the Lockhart Municipal Airport.

Commercial Operator: Person who provides goods or services at the Airport for compensation. Such activities are deemed " Commercial Operations." An activity is considered Commercial Operation regardless of whether the business is non- profit, charitable, or tax exempt.

FAA: Federal Aviation Administration.

FAR: Federal Aviation Regulations.

Fixed Based Operator (FBO): A commercial business granted the right by the City to operate on the Airport and provide aircraft fueling and line service along with other aeronautical services such as hangaring, tie-down, parking, aircraft rental, aircraft maintenance, and flight instruction.

Flagging and/or Hawking: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City). " Flagging" and/ or "Hawking" is Prohibited on the Lockhart Municipal Airport.

Flying Club: An entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel Flowage Fees: Fees levied by the City per gallon of aviation gasoline and jet fuel sold at the Airport.

Hangar: Fully enclosed structure intended to house aircraft, either for purposes of storage, or while undergoing maintenance and repair. (See Shade Hangar)

Hazardous Material: Hazardous or toxic substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, board, agency or instrumentality of the United States, the State of Texas, or any political subdivision thereof.

Improvements: All buildings, structures, and facilities, including pavement, fencing, signs, and landscaping, constructed, installed, or placed on, under or above any leased area by or with the concurrence of a lessee.

Landing Area: Any locality, either on land or water, including Airports, heliports and STOL (Short Take-Off and Landing) ports, which is used or intended to be used for the landing and takeoff or surface maneuvering of aircraft, whether or not facilities are provided for the shelter, servicing, or repair of aircraft, or for receiving or discharging of passengers or cargo.

Landside: The general public common use areas of the Airport such as public roadways, parking lots and buildings.

Lease: A written agreement between the City and a person granting permission to use Airport land and/or buildings, and/ or authorizing the conduct of specified activities.

Line Service: The general pre-flight or post-flight dispensing of aviation fuel, checking aircraft engine oil, adding aircraft engine oil, windshield cleaning, etc. conducted at an FBO area by line personnel dispensing fuel from a truck designed for such purposes.

Non-Commercial Operators: A person or entity that neither offers nor provides goods or services to the public for compensation.

Operator: Any person conducting Aeronautical Activity at the Airport.

PAPI (Precision Approach Path Indicators): The PAPI system primarily assists by providing visual glide slope guidance in non- precision approaches environment. These systems have an effective visual range of at least 3 miles during the day and up to 20 miles at night.

Ramp: Paved area suitable for aircraft parking.

Repair Facility: Facility utilized for the repair of aircraft to include airframe, power plant, propellers, radios, instruments, and accessories. Such facility will be operated in accordance with pertinent local, state and FAA regulations.

Roadway: Any street or road whether improved or unimproved, within the boundaries of the Airport and set aside or designated for use by vehicles, whether dedicated or not. **Runway:** Segments of land at the Airport prepared and marked for use by aircraft in taking- off and landing.

Specialized Aviation Services Operator (SASO): A person offering one of more specialized aeronautical services at the Airport, including without limitation the following activities:

1. Aircraft/Helicopter Sales
2. Airframe, Engine and Accessory Maintenance and Repair
3. Aircraft Leasing or Rental Services
4. Flight Training Services
5. Avionics, Instruments or Propeller Repair Services
6. Aircraft Charter and Air Taxi Services
7. Hangar Leasing Services
8. Specialized Commercial Flying Services
9. Aerial Applicators
10. Mobile Aircraft Washing Services
11. Mobile Aircraft Maintenance and Repair Services

SASOs are not authorized to offer aircraft fueling.

Specialized Commercial Flying Services: A Specialized Commercial Flying Services Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the following activities:

1. Non- stop sightseeing flights that begin and end at the same Airport.
2. Aerial advertising
3. Aerial photography or survey
4. Power line or pipeline patrol
5. Fire fighting
6. Any other operations specifically excluded from FAR Part 135 of the Federal Aviation Regulations

Sublease: Lease granted by a lessee, only with permission from the City, to another entity for all or part of the leased property.

Taxilane: Portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking and storage areas.

Taxiway: Defined path established for the taxiing of aircraft from one part of the Airport to another.

Taxiway Safety Area: A cleared, drained, and graded area, symmetrically located about the extended taxiway centerline and adjacent to the end of the taxiway safety area.

Terminal Apron: The paved or surface-treated area adjacent to the terminal building reserved for used by itinerant aircraft, also for aircraft refueling, or the loading or unloading of passengers or cargo, and includes that portion of the parking apron reserved for aircraft owners leasing space from the City for month-to- month parking.

Terminal: Airport Building with both Airside and Landside access for aircraft Operators and passengers. The Terminal provides restrooms, lounge area, and conference area.

Tie- Down: Area within an open- air aircraft parking or storage area where aircraft may be secured to the ground, either by use of fixed tie-down points, or by use of moveable anchors.

Transient Aircraft: Aircraft that is not a Based Aircraft at the Airport.

T- Hangar: An aircraft hangar in which aircraft are parked alternately tail to tail, each in the T-shaped space left by the other row of aircraft or aircraft compartments.

SECTION 1

GENERAL STANDARDS

Section 1 **General Standards**

The following Minimum Standards for Commercial and Non- Commercial Operators at the Lockhart Municipal Airport (" Minimum Standards") have been adopted by the City of Lockhart City Council for the Lockhart Municipal Airport ("Airport"). The definitions used in this document are located before Section 1. Defined terms are capitalized. The Minimum Standards regulate conduct of Aeronautical Activities at the Airport and specify certain provisions that will be included in the Airport lease, license, permit or concession agreements, and apply uniformly to all persons operating at the Airport. Any person operating on or from the Airport consents to be bound by these standards. Failure by Airport users to comply with the Minimum Standards could result in loss of use of the Airport.

1. The Airport Owner retains the right and/or obligation to do the following:

- A.** Perform any or all of the functions of an FBO. If so inclined, the Airport Owner may retain a proprietary right to offer any or all FBO services and/ or products and allow no FBO to offer the same services or products at the airport.
- B.** Enter into contracts with other FBO's to operate similar or competitive businesses at the Airport without regard to the wishes or desires of existing FBOs. Any new contracts will be written to standards applicable at that time. If a new contract agreement gives an economic advantage to the new FBO, the airport owner may renegotiate its contract with the disadvantaged FBO; however, under no circumstances will the Airport Owner be held liable or required to pay damages for services, equipment or any other obligations which were required by past or current contracts.
- C.** Approve an FBO's placement of buildings, parking areas, or equipment to assure such development is accomplished in an orderly fashion and does not impede the future development or expansion of the Airport as shown on an FAA or Texas Department of Transportation approved Airport Layout Plan or Master Plan.
- D.** Maintain the Airport in a safe and serviceable condition.
- E.** Collect all fees for the use of the Airport; these fees include lease hangar space, office space, T-hangar space, aircraft or auto parking areas, fuel flowage fees, and tie-down fees. The Airport Owner may charge these fees as long as such fees are fair and appropriate and not intended to discriminate for or against any FBO or airport user or type of user.
- F.** Increase or decrease the fee or required services of an FBO at any time the FBO's contract is renegotiated or at any such time as authorized by the lease contract.
- G.** Impound any personal property, tools, furniture, aircraft (excluding transient aircraft not owned by the lessee), or equipment located on the leased property and hold or liquidate such until all fees and taxes due the Airport Owner are paid, subject to a court judgment.
- H.** Reserve the right to take any actions necessary to protect the safety and usability of the Airport and the approach surfaces to all runway ends.

2. Payment and Fees

A) Service Charge - An FBO must pay all responsible rentals, fees, or charges in a timely manner. The Airport Owner retains the right to assess a service charge for any late payments due to the Owner.

B) Bond - An FBO must show proof of financial responsibility or be properly bonded with the Airport Owner listed as beneficiary in the event the FBO cannot or will not return the property to an acceptable condition after the term to the lease or if the lease is prematurely terminated.

C) Utilities - An FBO must arrange for water and wastewater, gas, electricity, telephone, and any other utilities it uses on the Airport and pay all responsible charges in a timely manner throughout the term of the lease.

D) Taxes - An FBO will pay all responsible taxes in a timely manner.

E) Other Bills - An FBO will pay all responsible bills in a timely manner.

3. Implementation Official.

The City Manager or his designee shall enforce the Minimum Standards.

4. Airport Open on Nondiscriminatory Basis.

Facilities on the Airport shall be open to all classes of users on fair and not unjustly discriminatory basis. The FAA has exclusive jurisdiction to determine issues of fair treatment and unjust discrimination.

5. Hangar Space.

Except as otherwise provided in this section, no person may offer for hire on the Airport any hangar or shelter for aircraft, related service equipment, or surface vehicle unless such person has leased premises from the City as an FBO or SASO.

6. Compliance with laws and Health, Fire, Construction, and Zoning Codes.

All persons utilizing the Airport shall comply with Federal, State, and local laws, including the requirements of all City health, fire, construction, and zoning codes applicable to the Airport and its operation. All construction at the Airport shall comply with all generally applicable building codes adopted by the City.

7. Inspections. To the extent necessary to protect the rights and interests of the City or to assure compliance with the Minimum Standards or a lease, the City Manager or his designee, or any representative of the FAA or state agency having jurisdiction over the Airport, shall have the right to enter and inspect, upon notice, during reasonable hours, structures, premises, facilities, and improvements on the Airport to determine compliance with these Minimum Standards and any applicable lease provisions.

8. Surface Vehicles, Limits on Weight.

No vehicle with dual-wheeled axle loadings of more than 40,000 pounds is allowed on any paved or treated aircraft movement or parking areas.

9. Civil Rights.

Persons using this Airport shall comply with all provisions of applicable civil rights laws and regulations, as said laws and regulations may be amended periodically, including but not limited to the Civil Rights Act of 1964 and Title 49 C. F. R. § 21. 1 et seq. implementing Part 21 NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION - EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 of the Regulations of the U. S. Department of Transportation.

10. Surface Vehicles on Airport.

Except to the extent needed to service or load aircraft or to access hangars, no private or commercial vehicle shall be driven or parked on any area other than designated roads or automobile parking areas.

11. Complaints.

Complaints against any Aircraft Operator, Owner, or their employee for violations of these Minimum Standards shall be in writing alleging the infraction, date, persons, and any witnesses thereto and signed by the complainant and filed with the City Manager's office.

12. Use of Land within the Airport.

Property within the Airport may be primarily used only for Aeronautical Activities, but secondary non-aeronautical uses are permitted if: A) the primary Aeronautical Activity is not interfered with; B) it is not in violation of FAA regulations; C) is specifically authorized by the City; and D) if such secondary use will benefit the Airport or provide better for its maintenance or development.

13. Living Quarters.

No person may establish permanent living quarters on Airport property. The City may grant an exception for "Emergency Response" personnel.

14. Taxiway Access.

If not already provided, each Operator conducting Aeronautical Activities shall provide paved access from its Leased premises to the Airport's Taxiway/Taxilane/Apron or Ramp system. Such access shall meet all applicable FAA standards for the largest Aircraft type anticipated to use the Operator's premises.

15. License, Certificates, and Authorizations.

Each person conducting activities on or from the Airport, whether for compensation or not, must possess all licenses, certificates, and authorizations required by these Minimum Standards and by applicable law for the conduct of such operations.

A) Rights under a license, authorization, or contract granted by the City are not exclusive rights.

B) The City may terminate a license, permit or agreement after giving written notice of default if the recipient fails to cure its default within sixty (60) days, or such other time as may be specified in the

license, permit, or agreement, except that notice and cure provisions for insurance requirements are set forth in Section 4. The City may terminate the lease, license, permit or agreement upon fourteen (14) days' written notice if the Licensee fails to maintain the required insurance.

C) No improvements or modifications to Airport property may be made without the prior written consent of the City.

D) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written approval of the City.

16. Solicitation and Conduct

A) An FBO will not engage in the solicitation of its fueling or other services on or about the Airport in a loud, offensive, or objectionable manner. In the event of such questionable conduct, the Airport Owner will be the sole judge in determining if said conduct is a violation of the lease agreement and take any and all necessary steps to eliminate the undesirable condition, up to and including the termination of the FBO's lease contract.

B) An FBO will conduct business on the Airport in such a manner as to maintain a friendly and cooperative, though competitive, relationship with other operators engaged in similar businesses on the Airport. An FBO will not engage in open public disputes, disagreements, or conflicts which would tend to deteriorate the quality of service of either party involved, or which would be incompatible with the best interest of the public of the Airport. The Airport Owner has the right to resolve all such disputes, disagreements, or conflicts and the Airport Owner's determination will be binding upon all FBO's operating at the Airport.

17. Rules

An FBO must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, International Fire Code, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil.

SECTION 2

CONDUCTING BUSINESS AT THE AIRPORT

Section 2 Conducting Business at the Airport

1. Conducting Business at the Airport.

All Commercial Operators must obtain a permit, license, lease, or other agreement with the City prior to conducting any Commercial Operation at the Airport. The Minimum Standards shall be deemed to be a part of each Commercial Operator's Lease, license, permit or agreement with the City unless any such standards or provisions are expressly waived or amended by the City.

2. Requirements of all Commercial Operators.

Each Commercial Operator shall:

- A) Have use of adequate space in an existing facility, through lease or other agreement, sufficient to accommodate the proposed operation.
- B) Maintain insurance as required by the Minimum Standards.
- C) Pay all applicable established fees and charges when due, including Fuel Flowage Fees. Such fees shall be set and agreed to in the land lease. Airport Fuel Flowage Fees may be revised periodically and adjusted as the market dictates.
- D) Control the conduct and demeanor of its personnel, subtenants, licensees, and invitees.
- E) Shall do nothing that interferes with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection systems, sprinkler system, alarm system or fire hydrant and hoses.
- F) Provide for proper handling and disposal of all hazardous materials generated by the business. Handling and disposal must meet all federal, state, and local guidelines.
- G) Meet all requirements outlined in the City of Lockhart's Code of Ordinances, Construction Standards, and Storm Drain and Flood Control requirements.
- H) An Operator may not utilize space or land leased to another without permission from Lessee.

3. Multiple Activities by One Commercial Operator.

Whenever a Commercial Operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, the Commercial Operator shall comply with the Minimum Standards set forth herein for each separate activity being conducted. If the Minimum Standards for one of the Commercial Operator's activities are inconsistent with those for another of the Commercial Operator's activities, then the Minimum Standards which are most beneficial to the Airport, and/or which are most protective of the public's health, safety, and welfare, shall control as determined by the Airport Owner.

4. Activities not Covered by Minimum Standards.

Any activity for which there are no specific Minimum Standards set forth herein shall be subject to such standards and provisions as are developed by the City on a case-by-case basis and set forth in such Commercial Operator's written lease, license, permit or agreement with or from the City.

5. Waiver or Modification of Standards.

The City may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non- profit public services, emergency response, fire protection or fire-fighting operations.

6. Airport Business Permit Application Process.

To conduct a Commercial Operation at the Airport, a Person shall submit an Airport Business Permit application (Appendix "A", subject to periodic revisions) and receive approval from the City. The application can be obtained from the Public Works Department of the City of Lockhart. In addition to the following requirements, the City may require the applicant to provide additional information when appropriate to ensure compliance with the Minimum Standards. The applicant shall, at minimum, submit the following documentation with the application:

- A) A detailed description of the scope of the intended operations, including all services to be offered.
- B) The amount of land, office space, and/ or aircraft storage areas required for the operation.
- C) A detailed description of any improvements or modifications to be constructed or made to Airport property.
- D) The proposed hours of operation.
- E) A copy of a current lease/sublease or other agreement with the City or an Airport tenant.
- F) Individual flight instructors not affiliated with a Commercial Operator, and FAA Designated Examiners, may provide services to pilots who operate their own aircraft without obtaining a license from the City.

The completed application and documentation shall be submitted to:

Mailing address:

City of Lockhart

Public Works Department

P. O. Box 239

Lockhart, TX 78644

Physical address:

City of Lockhart

Public Works Department

308 W. San Antonio Street

Lockhart, Tx 78644

7. Application Processing.

The City shall review fully completed and submitted applications within sixty (60) days of submission. The City may approve or disapprove an application for a license, permit or agreement to conduct activities at the Airport. The City may approve any such application that meets the criteria stated in the Minimum Standards. Grounds for denial include the following:

- A) The applicant does not meet the qualifications and standards set forth in the Minimum Standards.
- B) The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities if either City chooses not to do so, or if it will result in a financial loss to the Airport.
- C) No appropriate space or land is available to accommodate the proposed activities.

D) The proposed activities are not consistent with the Airport Master Plan or Airport Layout Plan.

E) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a license, permit or agreement.

F) The applicant or any of its principals has a history of violating FAA regulations, or any other applicable laws, ordinances, rules or regulations, or Minimum Standards. The applicant must inform the City of any newly added partners. These partners as subject to all provisions of the minimum standards.

G) The applicant has not submitted appropriate documentation supporting the proposed activity as required by Section 2, Conducting Business on the Airport. I) Approval of the application would not be in the best interest of the Airport. Any denial on this ground must be within the discretion afforded to the City under applicable FAA regulations.

SECTION 3

COMMERCIAL OPERATIONS

Section 3 **Commercial Operations**

1. General

Prior to operation a Fixed- Base Operator (FBO) or Specialized Aviation Services Operation (SASO), an application must be filed, and approval must be granted by the City.

2. Fueling

Only an approved FBO may sell aviation fuel to the public pursuant to an approved fuel license. Private fuel storage facilities are not permitted on the Lockhart Municipal Airport, except to the limited extent that an individual Aircraft Operator, desiring to self-fuel only his Aircraft: (1) obtains written permission from the City after demonstrating compliance with all applicable entities, regulatory agencies and is compliance with AC- 150/ 519016; (2) obtains written permission from the City Fire Marshal; and (3) provides written evidence of insurance covering such activity and complying with Section 5.

3. Fixed- Base Operator (FBO)

No person may operate as an FBO unless that person has received and currently holds a valid authorization from the City. In addition to the requirements of Section 2, Paragraph 2, an FBO must meet and maintain the following requirements:

A) Land and Facility Requirements. An FBO must have a lease and facility meeting the following requirements:

- 1) Terminal Building: An FBO must have use of a tenant developed Terminal building (non- hangar space) consisting of at least 2, 000 square feet with a minimum of at least 1, 000 square feet dedicated to customer service and support functions.
- 2) The Terminal Building may be attached to the Hangar Facility.

B) FBO Services An FBO must provide the following services:

1) Hours of Operations

An FBO must provide Jet A and/or Avgas for aircraft fueling and line services seven (7) days per week, from 7: 00 AM until at least 7: 00 PM. An FBO shall also be on-call twenty-four (24) hours per day with afterhours response times of one (1) hour or less. FBO must provide Aircraft line servicing as identified in Section 3. 24- hour contact information must be posted on- site and provided to the City of Lockhart Public Works Department.

2) Aviation fueling

a) In accordance with local, state, and federal requirements, the FBO shall comply with the latest adopted edition of the International Fire Code (IFC) as published by the International Code Council (ICC) and as amended by local ordinance. Additionally, the FBO shall comply with the NFPA 407 Standard for Aircraft Fuel Servicing Latest Edition as published by the National Fire Protection Association and is unamended. Lastly, the FBO

shall comply with FAA Advisory Circular 150/ 5230-4B, as amended; all requirements of the Airport Ordinance; and all other applicable laws and regulations related to aircraft fuel handling, dispensing and storage.

b) The FBO shall provide dispensing equipment sufficient to serve the needs of the aircraft frequenting the Airport, including the provision of at least one Jet A refueling vehicle. All Jet A refueling vehicles shall have single-point and over-the-wing fueling capabilities and a minimum capacity of 2, 000 gallons. Avgas refueling vehicle shall have a minimum capacity of 300 gallons, if applicable. An FBO shall arrange for back- up refueling vehicles with the same capabilities and minimum capacities). All equipment must be inspected and approved by the City prior to its use for Airport purposes. The metering devices shall be annually checked, inspected, and certified by appropriate state agencies. The City may inspect such periodically to ensure equipment compliance with all standards.

c) The FBO shall require all of its fuel- handling personnel to complete training courses, obtain a fuel handler's certification, and receive periodic refresher training as required by FAA. The Supervisory Training Program must be obtained by completing an FAA authorized Supervisory Fuel Safety training course. All employees who fuel aircraft or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor. The City Fire Department, the City, TxDOT, and FAA may periodically inspect the FBO' s activities and personnel to ensure adherence to safe practices.

d) The FBO shall develop a Standard Operating Procedure (SOP) for aviation fueling activities and submit for approval to the City. The SOP shall include a plan of action in case of a fuel spill. Any changes or updates to the SOP must be immediately communicated to the City of Lockhart Public Works Department. All fuel trucks/equipment shall meet all applicable local, state, and federal codes and be approved for use by the local Fire Marshal and City Manager or his designee and meet the requirements of the latest edition of the National Fire Protection Association Standard, 407 — Standard for Airport Fuel Servicing, ", published by the National Fire Protection Association. Each mobile fuel vehicle must have a spill kit.

e) All mobile fuel trucks must be parked on a paved surface.

3) Aircraft line services

a) The FBO shall employ and have on duty during required hours of operation at least one properly trained and qualified employee capable of providing aircraft fueling, aircraft parking, and ancillary aircraft services and related customer services and support.

b) The FBO shall have and maintain the equipment that is required to safely and efficiently tow the aircraft frequenting the Airport, including a tug and tow bars with rated draw bar rating sufficient for such aircraft.

c) The FBO must have capability to remove disabled aircraft from any Airport movement surface or safety areas.

d) The FBO shall maintain the tools and necessary supplies for the servicing of aircraft types expected to use the Airport.

4) Concierge Services

The FBO must have:

a) Available a minimum of one (1) courtesy car for customer services and support.

b) Provide public access to WIFI.

c) A pilot and passenger lounge with restrooms, water and/ or coffee or other drinks that may be provided complimentary or for sale.

C) Subcontracting Services, Subleasing; Restrictions

1) The FBO may subcontract aircraft maintenance and repair services and the retail sale of aircraft parts and accessories, provided that such subcontractor meets the Specialized Aviation Services Operator (SASO) requirements of these Minimum Standards as stated therein and, in such areas, as are approved by the Airport Management. The subcontractor must be based on the Airport.

2) The FBO shall not sublease, permit, or allow any other person to operate as a SASO within the FBO leased or permitted area, or to conduct any business venture, without the prior written approval of the City.

D) General Requirements

The FBO is required to perform the following functions or abide by the following rules:

1) Make its business open to all forms and classes of Aeronautical Activity.

2) Obtain approval from the City before reducing any services included in the FBO's agreement with the City.

3) Furnish all applicable services in a fair, equal, and nondiscriminatory manner to all Airport users.

4) Abide by any and all rules, requirements, or mandates placed upon the City by the FAA or the State of Texas, including, the Grant Assurances of FAA grants and the Terms and Conditions of the State of Texas grants.

5) Will not allow its personnel to conduct "Flagging or Hawking" of aircraft in an attempt to direct them to their locations.

6) The FBO does not have the right to perform any service or business on the Airport unless such service or business is included in the current agreement with the City.

E) Fees to Include Fuel Flowage Fees

1) The FBO shall pay the Airport Fuel Flowage Fees on all fuel, Jet A, Vehicle, Diesel, etc. dispensed on Airport property.

4. Specialized Aviation Services Operator (SASO)

No person may operate as a SASO unless that person has received and currently holds a currently valid written authorization from the City. In addition to the requirements of Conducting Business at the Airport, Section 6, a SASO must meet the following requirements:

A) General Requirements

A SASO must meet the following general requirements and all requirements in Commercial Operations Sections 5 thru 15 specific to each activity the SASO will conduct:

1) The entity must have:

- a) A lease with sufficient and appropriate space to conduct the functions of the SASO as it has represented it will perform for a period of a minimum of twelve (12) months for either leased Airport property or Airport property with City-owned facilities on it, said lease having been approved by the City Council.
- b) A sublease from an FBO or another SASO with sufficient and appropriate space to conduct those functions as a SASO that the City has approved and shall set out in the written authorization. The sublease shall define the type of business and service to be offered by the sub-lessee SASO. The sub-lessee SASO shall meet all the Minimum Standards established by the City for the categories of services to be furnished by the SASO. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

2) A multiple services SASO engages in any two or more of the aeronautical services for which Minimum Standards have been herein provided.

- a) The SASO shall comply with the aircraft requirements, including the equipment thereon for each aeronautical service to be performed except that multiple uses can be made of all aircraft owned or under lease by SASO.
- b) The SASO shall obtain, as a minimum, insurance coverage, which is equal to the greater requirement for all individual aeronautical services being performed by SASO.
- c) The SASO shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the

Minimum Standards for each aeronautical service the SASO is performing as herein provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the SASO.

d) The SASO providing three (3) or more services shall lease a sufficient number of aircraft tie-down spaces or hangar space to meet the needs of the operations proposed.

5. Aircraft Sales

All SASOs conducting Aircraft Sales must meet the following additional requirements:

A. If dealing in Aircraft, maintain an approved aircraft dealer's certificate from the FAA (if selling more than two (2) aircraft per year).

B. Ensure that all other fees and taxes applicable to the sale of Aircraft are paid to the appropriate parties.

6. Airframe, Engine and Accessory Maintenance and Repair Services

All SASOs conducting Airframe, Engine and Accessory Maintenance and Repair Services must meet the following additional requirements:

A. Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for approved FAA repairs.

B. Employ and have on duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe and Power Plant rating.

C. Conduct maintenance and repair operations, or business activities inside hangars or other structures designed for such activities unless the activity needs to be done outside of a hangar. Specific lease agreement and/ or fire codes shall determine what hangars and other structures shall be approved for aircraft Maintenance and Repairs.

D. Hangar space shall be leased for such SASOs operations.

E. All maintenance and or repair services shall comply with the 2015 Edition of the International Fire Code (IFC) and applicable National Fire Protection Association (NFPA) Standards latest editions to include but not limited to NFPA 409 Standard for Aircraft Hangars, NFPA 410 Standard on Aircraft Maintenance.

7. Aircraft Leasing or Rental Services

All SASOs conducting Aircraft Leasing or Rental Services must meet the following additional requirements: A. Maintain all required FAA licenses, if required.

8. Flight Training Services

All SASOs conducting flight training services must:

A. Have use of appropriate office space and adequate classroom facilities either at the Airport or at such other off-Airport location as needed for proper operations of the flight training services for the amount and type of training involved.

9. Avionics, Instruments or Propeller Repair Services

All SASOs conducting Avionics, Instruments or Propeller Repair Services must:

A. Hold the appropriate certificates issued by FAA for the types of equipment planned to repair service and/ or install.

B. Employ and have on duty during the appropriate business hours, at least one person who is currently certified by the FAA with ratings appropriate to the services offered.

C. Conduct operations or business activities only inside hangars or other structures designed for such functions, unless the activity needs to be done outside of a hangar.

10. Aircraft Charter and Air Taxi Services

All SASOs conducting Aircraft Charter and Air Taxi Services must meet the following additional requirements:

A. Have current FAR Part 135 Certificates or provisional FAR Part 135 Certificates.

B. All aircraft shall meet the requirements of their FAA certificate and Operating Specifications Manual.

11. Hangar Leasing Services

All SASOs conducting Hangar Leasing Services must:

A. Lease sufficient land to accommodate the proposed number of hangars and/ or T- Hangars based on the following:

1. Compliance with any applicable FAA Minimum Standards for the storage of Aircraft for Hangars and T-Hangars.

B. Register with the City the Aircraft based at the Airport stored within the Operator's Hangars or T-Hangars.

12. Specialized Commercial Flying Services

All SASOs conducting Specialized Commercial Flying Services must:

A. Demonstrate availability of aircraft suitably equipped for the particular type of operation intended to perform.

13. Aerial Applicators

No person may use the Airport for loading, unloading, airframe/ hopper/tank wash down, other than engine repair of any aircraft used to apply any insecticide, fungicide, rodenticide, or herbicide unless he first gets written permission from the City. The City shall not grant such a permit unless the applicant follows procedures for and obtains a SASO permit and, in addition, agrees to provide at its own expense a paved work area with adequate provisions to collect all debris, liquids, and other materials from such

aircraft and deposit same in a container and dispose of same in a manner approved by the Federal Environmental Protection Agency, Texas Department of Health, Texas Commission of Environmental Quality, Texas Department of Water Resources, Texas Department of Agriculture, and code of ordinances and regulations of City of Lockhart and Caldwell County.

14. Mobile Aircraft Washing Services

Aircraft washing is restricted to designated wash rack areas and/ or other areas permitted under an approved Aircraft Washing Plan. All SASOs conducting Mobile Aircraft Washing Services must:

A. Obtain approval of an Aircraft Washing Plan that contains the following information:

1. Name of individual/ company conducting washing services, contact name and phone number.
2. A site map of the area in which washing will occur. The site map must contain the following:
 - a) An outline of the washing location to include location of runoff control structures.
 - b) Approximate distance (in feet) from washing area to nearest drain(s).
 - c) Reference to buildings, terminal, roads, etc.
 - d) North arrow.

B. A detailed description of washing method/ operation, including the following details:

1. Wash water containment method(s), (ramp scrubber, containment boom, dry, etc.).
2. Amount of water used per wash and frequency of operation.
3. Name, amount of chemical(s) used per wash.
4. If "dry" washing or washing/ coating operations are to be conducted provide affirmation that tarps will be used to collect residual material for its proper disposal and protect the ramp (if appropriate).

C. Safety data sheets (SDS) for all chemicals to be used.

D. The method of disposal of retrieved wash/wastewater. If water is to be disposed of on Airport property, the following steps must be taken:

1. Disposal of wash/wastewater must be done through an oil/water interceptor into the sanitary sewer system; and
2. Approval for the discharge of wash/wastewater on Airport property must be obtained from the City. The approval letter must be included in the final washing plan.

15. Mobile Aircraft Maintenance and Repair Services

All SASOs conducting Mobile Aircraft Maintenance and Repair Services must:

A. Be currently certified by the FAA with ratings appropriate to the work being performed and who holds an Airframe, Power Plant, or Aircraft Inspector rating.

B. Conduct all activities inside hangars, when feasible.

SECTION 4

INSURANCE

Section 4 Insurance

1. General Insurance Requirements

Each Aircraft Operator and Commercial Operator shall at all times maintain in effect the following types and minimum amounts of insurance as applicable to the business/ operation to be conducted. All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B++. " Claims Made" policies will not be accepted. All policies, except worker's compensation policy, shall name the City and its elected or appointed officials, officers, representatives, managers, agents, and employees as " Additional Insureds," and the Operator shall furnish to the City certification of insurances evidencing the required coverage cited herein prior to engaging in any Airport activity. Such certificates shall provide for unequivocal thirty (30) day notice to City of cancellation, or material change of any policy limits or conditions. The City may require that a complete copy of an insurance policy be submitted to the City. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted. Following notice of failure to provide required insurance, the City may cancel any license, permit, or agreement if the default is not cured within fourteen (14) days from the date of notice.

2. Insurance on all Structures

At all times during the term of the lease of land at the Airport, the lessee, at its own expense, shall maintain insurance in the amount of one hundred percent (100%) of the replacement value on all structures on the leased property at the Airport protecting the lessee and the owner, as their interests may appear, against loss of damage or destruction by fire, accident, hurricane, lightning, windstorm, hail, explosion, vandalism, smoke and other perils.

3. Schedule of Minimum Insurance Requirements

All Fixed-Based Operators Specialized Aviation Service Operators, and all other Operations/Users must meet or exceed all FAA minimum insurance requirements.

A. Fixed-Based Operator

\$1,000,000	Commercial general aviation liability policy with coverage for premises, operations, and product liability.
\$1, 000, 000	Products and Completed Operations Liability
\$1, 000,000	Hangar Keeper's Liability
\$1, 000, 000	Aircraft liability, with coverage for bodily injury and property damage, including passengers.

B. Specialized Aviation Services Operator (SASO)

\$1,000,000	Commercial general aviation liability policy with coverage for premises, operations, and products liability.
-------------	--

- | | |
|-------------------------------|---|
| \$1, 000, 000 | Aircraft liability, with coverage for bodily injury and property damage, including passengers. |
| C. All Other Operations/Users | |
| \$1,000,000 | General aviation liability policy with coverage for premises, operations, and products liability. |

5. Special Instructions

A. Any Aircraft Operator seeking to " self-fuel," as defined in FAA Advisory Circular 150/ 5190-6 shall have a minimum \$1, 000,000 general liability policy that contains an endorsement specifically permitting self-fueling.

B. Any Operator using service vehicles on the Airport premises in support of its operations shall maintain additional coverage of Comprehensive Business Automobile Liability with a minimum combined single limit of 1, 000, 000 per occurrence for bodily injury and property damage. The coverage shall include all, hired and non-owned automobiles

6. Additional Insurance Required

In addition to the types and amounts of insurance required by this Article, each Operator shall at all times maintain such other insurance as the City may reasonably determine to be necessary for such Operator' s activities.

SECTION 5

BUILDING/ IMPROVEMENT STANDARDS

Section 5 Building/ Improvement Standards

1. Buildings and Structures

All buildings and structures owned by Operators on the Airport shall comply with State and local laws, codes, and regulations. All buildings, structures and improvements must be maintained in a sound structural and mechanical condition throughout the term of use by Operator.

2. Maintenance of the Airport

Each Lessee of land or facilities on the Airport shall keep the leased area/facilities neat (appropriately painted where appropriate), trimmed, clean, mow, free from any type of hazard of life, limb, or property, free from junk and debris. Maintenance of areas not leased shall be the responsibility of the City.

3. Buildings and Structures Standard

No person may construct, remodel, erect, or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the City. Except as noted hereinafter, in no event shall the City authorize construction, erection, or continued presence of a structure unless it is of permanent metal and/ or masonry construction, paved floors, and at a minimum, meet building, fire, and other codes or standards applicable in the City and/ or at the Airport. The City may waive this policy if determined that such action is necessary to provide a minimal level of service to Airport users. All asphalt pavement must be constructed to support the maximum weight of the aircraft planned for using the hangar location.

4. Construction Process

Before commencing any improvements or modifications, the Operator must submit detailed construction plans and specifications to the City for approval. Operator must obtain City issued building permit. Operator must comply with all required building inspections.

5. Notice of Proposed Construction or Alteration

Prior to any new construction or alteration of an existing structure a Form 7460- 1 should be filed electronically for the permanent building envelope at <https://oceaaa.faa.gov>. In addition, a Form 7460- 1 should also be filed for the temporary construction equipment envelope. The FAA will determine if there are any obstructions to air navigation or navigational facilities and the necessary measures that must take place prior to, or during, construction or alteration.

SECTION 6

LEASING

Section 6 Leasing

1. Conflicts in Lease

Should any portion of these Standards conflict with the conditions of any lease agreement executed by the City, the conditions in the executed lease agreement will control over these Standards for the remainder of the lease term or renewal thereof.

2. Exclusive Rights

No person may be granted in fact or by written instrument any exclusive right in violation of the FAA Grant Assurances applicable to the Airport. Determination of the existence of a prohibited exclusive right lies within the exclusive jurisdiction of the FAA. If FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed void.

3. Ground Lease Applications

A request shall be made to the City, who will provide the applicant with instructions on the information that is needed to proceed with the request. The following shall be required for all applications to lease:

- A. Concept plan including preliminary sketches of construction and infrastructure build out.
- B. Timeline to complete project.
- C. Intended aeronautical use of project.

The City will review the request for compliance with Airport Layout Plan, Airport Master Plan, Airport Ordinance, Airport Rules and Regulations, and Minimum Standards. City may at this time request changes to the proposed lease if above listed compliance is not met.

After receipt of a completed request for a lease, the City and potential lessee will present the lease proposal at the next scheduled Advisory Board meeting. The Advisory Board may defer the proposed lease to a future Advisory Board meeting if additional information or changes to the proposal are required.

All lease proposals will be forwarded to the City Council meeting with a recommendation from the Advisory Board.

4. Fees Due from Operators at/on Airport

The following shall be due and payable to the City on or before the 10th business day of each calendar month for charges incurred during the calendar month next proceeding, as follows:

- A. Sums due under any leases of land or land with improvements.

B. Sums due under any agreement granting operating rights at or from the Airport.

5. Terminal Apron Leasing

No two (2) or more related persons/entities (legally, by third degree of consanguinity or affinity, or otherwise) may be granted a lease or any portion thereof on the Terminal Apron or on all or substantially all the land contiguous thereto. Aircraft Operators may lease tie-down spots.

6. Lease Cancellation/Reduction in Scope

Land leased on the Airport must be promptly, effectively, and reasonably fully utilized. Any person leasing vacant land on the Airport must commence construction of minimum facilities, as described in the lease with the City, no later than one (1) year from the date of the lease agreement, provided however, that the City may grant such extensions as the City may deem necessary. The facilities shall be completed no later than one (1) year after construction commences. Total Cancellation: If any lessee fails to promptly and effectively utilize any of the leased premises, City may lease the tract to another qualified person in accordance with procedures set out elsewhere herein. Partial Cancellation: If a lessee after such two (2) year period (and any extension that may be granted by the City) is using only part of the area leased to him, the City may, or on receiving from an otherwise qualified person a bona fide firm offer to lease the unused portion, unilaterally reduce the lease to the area being actually used, provided, however, that in no event (except where lease is totally cancelled) will a FBO's or a SASO's lease be reduced below the minimum required acreage for such Operators.

7. Lease Charges/Escalation Clauses/Terms

All unimproved Airport property shall be leased at an amount per square foot, per year as set by the City. The term of each lease for use of unimproved Airport property shall be set by City, not to exceed thirty (30) years.

8. Removal and Repair of Unairworthy Aircraft and Inoperable Vehicles

A. All aircraft, located anywhere on the Airport, must be either: (1) airworthy; or (2) undergoing necessary repairs or maintenance, by an FAA approved license holder. The City may send a written request for proof of airworthiness to the registered owner of an aircraft at the address on file with the FAA Registration Branch. An Aircraft Owner receiving such request must within twenty (20) days: (1) provide proof of airworthiness; or (2) move the aircraft to an approved repair facility and submit to the City a letter from such facility stating that repairs necessary to render the Aircraft airworthy are being undertaken and the estimated date of airworthiness. 37 151

B. If an Aircraft Owner fails to respond appropriately within thirty (30) days to an airworthiness enquiry letter then the City may assess additional rent in the amount of (fifty dollars) \$ 50 per day for each day beyond thirty (30) days that the Aircraft remains at the Airport.

C. If an Aircraft remains in an outdoor parking space for more than sixty (60) days beyond expiration of the thirty (30) day response, the City may move such Aircraft to other hangared or

outdoor parking area as it deems appropriate. Rent after such sixty (60) day period shall be assessed at (one hundred dollars) \$ 100 per day.

APPENDIX A

BUSINESS APPLICATION

Applicant Information

Phone: _____ Email: _____

Business or Activity to be Conducted

☐ Fixed-Based Operator	☐ Aircraft Charter and Air Taxi Services
☐ Aircraft Sales	☐ Hangar Leasing Services
☐ Airframe, Engine and Accessory Maintenance Services	☐ Specialized Commercial Flying Services
☐ Aircraft Leasing and Rental Services	☐ Aerial Applicators
☐ Flight Training Services	☐ Mobile Aircraft Washing Services
☐ Avionics, Instruments or Propeller Repair Services	☐ Mobile Aircraft Maintenance and Services
☐ Fuel Sales	☐ Other

References

Please list three professional references.

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Full Name: _____ Relationship: _____

Company: _____ Phone: _____

Address: _____

Supplemental Documentation Required

Each FBO application must include a Business Plan and Financial Package.

-The Business plan must include information on how the applicant plans to provide the required services.

-The financial Package must include a list of individuals/parties with a material interest in the business as well as demonstrate the capital necessary to support the required operations of the business desiring to operate as an FBO on the Airport.

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to operations of an aeronautical business at the Lockhart Municipal Airport, I understand that false or misleading information in my application, may result in my release.

Signature: _____ Date: _____

Please return application and documentation to:
(Mailing address)

City of Lockhart
Attn: Airport Director
PO Box 239
Lockhart, TX 78644

FOR OFFICIAL USE ONLY

Signature: _____

Date Received: _____

Application Complete?

YES NO

☐ ☐

Financial Package Complete?

YES NO

☐ ☐

Business Plan Complete? ☐ ☐

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider the selection of four candidates for Places 6-9 of the TML Intergovernmental Risk Pool Board of Trustees.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The TML Intergovernmental Risk Pool (TMLIRP) Board of Trustees is comprised of 15 voting members, 12 of whom are elected by the Pool's membership to serve staggered, six-year terms. Every even-number year, the term of office for one-third of the elected trustees expires and an election is held to fill those designated places.

The Election is to fill Board of Trustee Places 6-9 that will expire October 1, 2028.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: TML IRBP ballot

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2022. Ballots received after September 30, 2022, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- ☐ **Allison Heyward.** Councilmember for the City of Schertz (Region 7) since 2018. She also serves as the Mayor Pro Tem. Mrs. Heyward was appointed to represent the Texas Municipal League Board of Directors as an ex-officio non-voting member of the Board of Trustees of the Texas Municipal League Intergovernmental Risk Pool. She earned a Bachelor's Degree in Accounting from Texas Southern University in 1990 and is a 2020 graduate of the Chamber Leadership Core Program. She is a TML Leadership Fellow, a Certified Municipal Officer (CMO), as well as a member of the TMRS Advisory Board on Benefit Design.
- ☐ **Kimberly Meisner.** Assistant City Manager for the City of Kerrville (Region 7). Ms. Meisner has over 25 years of public service, which includes serving Kerrville and La Porte. She earned a Master's Degree in Public Administration from the University of Texas at Arlington and a Bachelor's Degree in Human Resource Management from Columbia Southern University. She is a member of TCMA and serves on the Ethics Committee as the Region 8 Representative. She is also serving a second year as the Chair of the Ethics and Integrity Award subcommittee.

WRITE IN CANDIDATE:

PLACE 7

- ☐ **Mary Dennis** (Incumbent). Mayor for the City of Live Oak (Region 7) since 2010. Mayor Dennis has served on the TML Risk Pool Board since 2018. She is currently Vice-Chair of the TML Risk Pool Board, and on October 1, 2022, will begin a two-year term as Chair. Among her numerous civic activities are serving as 2016/2017 President for the Texas Municipal League, 2021-2023 NLC Board Director, Treasurer of the Greater Bexar County Council of Governments, Chair of the Judson ISD Facilities Committee, Chair of the Bexar County Suburban Cities Committee, and President of the Live Oak Economic Development Corporation. She is also a 2019 Inductee of the San Antonio Women's Hall of Fame and the 2019 San Antonio Women's Chamber of Commerce "Comet Award."
- ☐ **James A. Douglas, Ph.D.** City Councilmember for the City of Kenedy (Region 7). Dr. Douglas is a current criminal justice instructor at Kenedy ISD. He is a national Law and Public Safety Education Network (LAPSEN) Honor Teacher who, along with some of his students, recently participated in the Washington, D.C. National Academy of Law and Justice. The LAPSEN Honor Teachers were identified from a national application process to identify educators with a passion for law and justice, excellence in leadership and teaching.
- ☐ **Rebecca (Becky) Haas.** Mayor of Richmond (Region 14). Mayor Haas is a business-owner in the historic downtown district of Richmond. She is a direct descendant of one of Stephen F. Austin's first settlers in Texas who are known as the Old Three Hundred. She is Chaplain for and a charter board member of the Descendants of Austin's Old Three Hundred organization. She is passionate about Texas history, a member of the Fort Bend County Historical Commission, a former member of the Richmond Historical Commission, a member of the Fort Bend County Museum, a board member of the Black Cowboy Museum, member of Historic Richmond Association, and is a Fort Bend Docent.
- ☐ **James Hotopp.** City Manager for Weatherford (Region 8) since 2019. Mr. Hotopp joined the City in 2007 as its Director of Water/Wastewater and Engineering and served the City in several capacities, including Utility Engineer, Director of Planning and Development, and Assistant City Manager. He serves as a voting member of Region C Water Planning Group for Texas, which prepares a regional water plan for a 16-county group in North Texas. Mr. Hotopp is a member of the North Texas City Manager's Association, the North Texas Commission, and a board member of the Texas Public Power Association. Previously, he worked in consulting engineering where he designed water treatment plants, wastewater treatment plants, water pump stations, wastewater lift stations, and distribution/collection lines.

WRITE IN CANDIDATE:

PLACE 8

- ☐ **Chris Coffman.** City Manager of Granbury (Region 8). Mr. Coffman has 24 years in public management. He has served as City Manager for Sealy, Borger, the Village of Timbercreek Canyon, and Panhandle. He has also served as the Director of Local Government Services of the Panhandle Regional Planning Commission and served as Interim City Manager for the Cities of Fritch and Stratford. During his time at the Panhandle Regional Planning Commission, he served 26 counties and 62 cities in the Panhandle. He is a past President of the TCMA. Mr. Coffman holds a Bachelor of Science Degree in Public Administration from West Texas A&M University and has a Certified Public Manager designation through Texas Tech University.
- ☐ **Brett Haney.** City Administrator for the City of Cockrell Hill (Region 13) since 2015. Mr. Haney has been with Cockrell Hill since 2006 and was promoted to Assistant City Administrator in 2011. He is originally from Southern California and moved to North Texas in 2000. Mr. Haney earned Bachelor of Applied Arts and Sciences and Master of Public Administration degrees from the University of North Texas. He is a member of TCMA and currently serves on the Public Policy Committee and has served on the TCMA Advocacy Committee in recent years. He is very active as Cubmaster and Den Leader for Cub Scout Pack 717 in Keller, Texas.
- ☐ **Mike Land.** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land has served on the International City/County Management (ICMA) Board of Directors, ICMA's Advisory Board on Graduate Education, Texas A&M University's Development Industry Advisory Council, School Board Trustee for Gainesville Independent School District, and President of TCMA. Currently, he serves on the Texas Women's Leadership Institute Advisory Board and the UTA MPA Advisory Board.
- ☐ **Marian Mendoza.** City Administrator for the City of Helotes (Region 7) since 2020. Ms. Mendoza has held positions with the City of Alamo Heights, as Assistant to the City Manager (2005-2020), and with the City of San Antonio as a Management Analyst (2003-2005). Previously she served as a Director overseeing homeless transition housing programs for the Salvation Army. She also serves as the Ex-Officio Board Member of the Helotes Economic Development Corporation. Ms. Mendoza earned a Bachelor's Degree from St. Mary's University and is part of the Certified Public Management program at Texas State University. She is a member of the ICMA, TCMA, and the International Hispanic Network.
- ☐ **Louis R. Rigby.** Mayor of the City of La Porte (Region 14) since 2010. Mayor Rigby previously served as the District 5 Councilperson from 2004 until 2010, before being elected Mayor. He is a member and past Director of the La Porte-Bayshore Chamber of Commerce and has held the offices of Treasurer, Vice-President, and President of the Harris County Mayors and Councils Association. He graduated from San Jacinto College and the University of Houston before earning an MPA from the University of Houston-Clear Lake. Mayor Rigby served in the U.S. Airforce from 1968-1972. He has actively advocated for the La Porte region on issues including heavy haul and solutions for hurricane damage and management.

WRITE IN CANDIDATE:

PLACE 9

- ☐ **Barry Beard.** Commissioner for the City of Richmond (Region 14) since 2016. Mr. Beard retired from Moody National Bank where he was the Senior Vice President. He has served on many civic and community boards. He was President of the Board for Oak Bend Hospital, past Chair of the Central Fort Bend Chamber Alliance, past Chair of Arc of Fort Bend, Congressman Olson's Service Academy Interview Committee and Fort Bend Partnership for Youth. He also served on the original Richmond Charter Commission, Richmond Parks Commission, Richmond Development Corporation, Richmond Historical Commission, Richmond Comprehensive Planning Advisory Committee, and the Richmond Rosenberg Local Government Corporation.
- ☐ **Stephanie Fisher.** Councilmember for Johnson City (Region 7). In 2021, she was appointed as the Johnson City representative to the General Assembly of the Capital Area Council of Governments. The Executive Committee of the Capital Area COG appointed her to represent the COG on the Unified Scoring Committee of the Texas Department of Agriculture's Community Block Grant program. She serves on the Board of Directors for the Hill Country 100 Club and the Johnson City Community Education Foundation. She also is the Commissioner for the Johnson City Youth Football program and sits on an advisory committee for the Johnson City Youth Sports Association. She is active in her church, as well as multiple activities within Johnson City ISD, and is a member of the Blanco County Eclipse Task Force.
- ☐ **Carl Joiner.** Mayor for the City of Kemah (Region 14) since 2015. Prior to that, he served as a Kemah City Councilmember for three years. He has served as President of the Kemah Community Development Corporation, Chairman of the Bay Area Houston Transportation Partnership, member of the Convention and Visitors Bureau Board, Chairman of the Clear Creek Education Foundation, board member of the Chris Reed Foundation, Chairman of the Clear Lake Area Chamber, and Treasurer of the League City Regional Chamber of Commerce. He has received awards such as the Chairman's Award in 2020 for the League City Regional Chamber of Commerce and the Sam Walton Award for Integrity in Business.
- ☐ **Opal Mauldin-Jones (Incumbent).** City Manager for the City of Lancaster (Region 13) since 2011, and in various other roles for Lancaster since 2003. Under her leadership, the City has experienced two consecutive bond rating increases without issuing debt. The City has been designated a 2019 All-America City and received the CiCi Award. It is one of less than 25 communities with all five Transparency Stars awarded by the Texas Comptroller. Ms. Mauldin-Jones earned her Bachelor Business Administration and Master Public Administration degrees from the University of Texas at Arlington. She currently serves on the TCMA Board as Director-at-Large and as Vice President-Elect, and on the Board of the TML Intergovernmental Risk Pool.
- ☐ **William Linn.** City Manager of Kenedy (Region 7). Mr. Linn is a member of TCMA and ICMA. He earned a Bachelor of Science Degree in Business from Indiana University's Southeast campus. Thereafter, he was accepted to several law schools where he intended to specialize in business and intellectual property law. However, Mr. Linn opted to enroll in Southern New Hampshire University where he earned a Master of Business Administration and Master of Science in Organizational Leadership concurrently. He is a Certified Fraud Examiner and a Certified Public Manager. He is working to complete the Lean Six Sigma Black Belt and Project Manager Professional Certifications.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2022.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider the nomination of Yolanda Strey to the Lockhart Economic Development Corporation by Councilmember David Bryant with a term to expire in November 2022.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Ms. Strey submitted an application to serve on the LEDC on August 2, 2022. Councilmember Bryant requested that the nomination be placed on the agenda to appoint Ms. Strey to the LEDC.

After review of the application, she meets the qualifications to serve on a city board and for the LEDC.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Application, Yolanda Strey board qualification checklist

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name Yolanda C. Strey		Preferred Name Yolanda Strey	
Physical Home Address 505 Blakes Cove			
Mailing Address (if different)			
City Lockhart	State Texas	Zip 78644	
Home Phone 512-203-4620		Work Phone 512-516-5878	
Mobile Phone 512-203-4620			
Email Address [REDACTED]			
Date of Birth	[REDACTED]		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☐ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☒ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

I am interested in serving on the Lockhart Economic Development Corp. Board. I have been a public servant in state government for 25+ years. Most of my career has been in areas of business development, strategic planning, contract management, procurement, construction/development and diversity and inclusion programs. I am an expert in forging partnerships that lead to new business development opportunities for small business and communities. I am eager to volunteer my time and bring my knowledge and expertise to this board.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Digitally signed by Strey_Y
Date: 2022.08.02 21:18:14 -05'00'

08/2/2022

Applicant's Signature

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.5103
cconstancio@lockhart-tx.org

APPLICANT'S NAME: Yolanda Strey**BOARD NAME(S):** Lockhart Economic Development Corp.

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: 2002
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: 2002
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:**LEDC**

Y or N City Resident?
Y or N If no, Caldwell County resident?

Lockhart Economic Development Corporation meets on the second Monday at 6:30 p.m. each month. The Board assists in financing the Lockhart Capital Improvement Plan as adopted by the City of Lockhart, shall establish an enterprise fund for approved projects pursuant to the Lockhart Capital Improvement Plan, and shall annually submit a Multi-Year Financial Plan to the City Council. The Board provides economic development assistance from entrepreneurs to large corporations and from retail to manufacturing companies such as property tax abatements. The Board consists of seven directors that serve a two-year term. The Economic Development Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified? YES NO DISCRETION OF THE COUNCIL

NOTES: _____

CURRENT LEDC MEMBER ROSTER

First	Last	Title	Address	Council Member	Date Appt	Exp (Nov)
Doug	Foster		1314 Clearfork St.	Jeffry Michelson	11/17/2020	2022
Alan	Fielder	Chair	119 S. Main	Mayor White	1/19/2021	2023
Juan	Alvarez, Jr.		600 Pearl	Juan Mendoza	12/21/2021	2023
Alfredo	Munoz		1201 Plum St.	Angie Sanchez	1/7/2020	2022
Frank	Estrada	Vice-Chair	407 W. China St.	Brad Westmoreland	2/4/2020	2022
David	Bryant		1525 Shenandoah Cove	David Bryant	9/21/2021	2023
Sally	Daniel		113 E. San Antonio St., Apt. A	Kara McGregor	1/5/2021	2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

AGENDA ITEM CAPTION: Discussion and/or action to consider the nomination of Thomas Hughes to the Airport Advisory Board by Councilmember Kara McGregor with a term to expire in November 2023.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mr. Hughes submitted an application to serve on the Airport Advisory Board on December 14, 2021. Councilmember McGregor requested that the nomination be placed on the agenda to appoint Mr. Hughes to the Airport Board.

After review of the application, Mr. Hughes meets the qualifications to serve on a city board and on the Airport Board..

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Thomas Hughes - Airport Bd - county resident

APPLICANT'S NAME: Thomas HughesBOARD NAME(S): Airport Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: n/a Caldwell County resident
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: n/a Caldwell County resident
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO N/A
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO N/A
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:Airport Advisory Board

- ☒ Y or ☐ N Flight rated?
Five members must be flight rated.
Current # members flight rated? _____
- ☐ Y or ☒ N City Resident?
☒ Y or ☐ N If no, Caldwell County resident?
Two county residents allowed to serve.
Current # members county residents? 1
- ☐ Y or ☒ N Has financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport? *If yes, applicant does not qualify.*

Airport Advisory Board meets only when there are items pending the Board's review. At least five of the seven members must currently be or have been flight rated. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Board. The Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. Members serve a three-year term. The Public Works Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

☒ YES

NO

DISCRETION OF THE COUNCIL

NOTES:

As of Aug 12, 2022, Airport Bd has
one member that resides outside city limits
in Caldwell County

CITY OF LOCKHART

ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

NAME: Thomas Hughes E-mail: _____

ADDRESS: 2345 Westwood Rd HOME#: —

lockhart tx 78644 WORK#: 512 488 2214

OCCUPATION: Operations Manager CELL# 386 748 4903

EDUCATION (optional): —

How long have you been a resident of Lockhart? 3 years

Are you a qualified voter of the City? Yes ☒ No ☐ VOTER REG. #: _____

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

ADDITIONAL PERTINENT INFORMATION/REFERENCES: Current pilot for the last 10 years, Airplane owner, familiar with Airport operations

I AM INTERESTED IN SERVING ON THE FOLLOWING BOARDS, COMMISSIONS, OR COMMITTEES:
(Please limit your selection to no more than three. List in order of preference: 1,2,3)

- | | |
|---|--|
| ☒ Airport Advisory Board | ☐ Electric Board |
| ☐ Board of Adjustments & Appeals | ☐ Historic Preservation Commission |
| ☐ Construction Board of Appeals | ☐ Library Board Advisory Bd. |
| ☐ Economic Development Revolving Loan | ☐ Parks and Recreation Advisory Bd. |
| ☐ Economic Development Corp (1/2 Cent Sales Tax) | ☐ Planning & Zoning Commission |

Do you serve on any other board/commission/committee at this time? If so, please list: _____

Do you have any relative working for the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from the City of Lockhart? Yes ☐ No ☒

Do you receive any direct compensation or gain from any other governmental body?
Yes ☐ No ☒ If yes, what type? _____


(Signature of Applicant)

12/8/2021
(Date) **RECEIVED**

Return application to:
City of Lockhart
City Secretary's Office
PO Box 239
Lockhart, TX 78644
cconstancio@lockhart-tx.org

DEC 14 2021

If you have any questions, please contact the City Secretary's Office at **CITY OF LOCKHART**
512-398-3461 **CITY SECRETARY'S OFFICE**

CURRENT AIRPORT BOARD MEMBERS

First Name	Last Name	Board Position	City or County resident?	Flight Certified Past/Now	Council Member	Date Appt	Exp
Benny	Hilburn		City	Yes	Mayor White	3/1/2022	2023
Andrew	Reyes		County	Yes	Angie Sanchez	1/7/2020	2022
VACANT - Jan 2022	Chandler moved out of Lockhart				Kara McGregor		
Daniel	Koehler		City	Student pilot	David Bryant	4/5/2022	2022
Larry	Burrier (resigned 7-1-22)	Vice-Chair			Juan Mendoza		2022
Jake	McCullough	Chair	City	Yes	Jeffry Michelson	1/18/2022	2023
Jason "Tex"	Cordova		City	No	Brad Westmoreland	2/4/2020	2022

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: September 6, 2022

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

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

ACTION REQUESTED: Other

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

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

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

Open Meetings Act Suspensions Terminate effective September 1, 2021

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

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

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

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

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

On February 25, 2022, the CDC updated its framework on monitoring the level of COVID-19 in communities. The new framework moves beyond just looking at cases and testing positivity to evaluation factors that also include hospitalizations and hospital capacity. These factors combined are used to determine whether COVID-19 and severe disease are low, medium or high in a community. The CDC also updated its recommendations for wearing face coverings and respirators. Recommendations are now connected to the community's current level of COVID-19 and severe disease.

On May 26, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "Medium." This is the first time Caldwell County's community risk level has been elevated from "Low" risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days.

On July 19, 2022, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is a result of increased COVID cases.

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 information 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.

On **July 19, 2022**, the CDC upgraded Caldwell County's COVID-19 Community Risk level to "High". This is due to an increase in COVID cases in the county.



GOVERNOR GREG ABBOTT

July 29, 2021

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

JUL 29 2021

Secretary of State

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

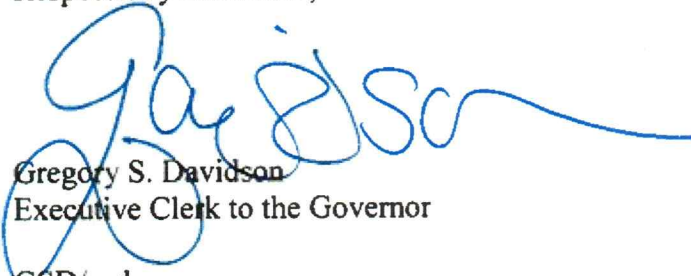
Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

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

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

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

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

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

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

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

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

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

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

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

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

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

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

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

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

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

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

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

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SECRETARY OF STATE
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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JUL 29 2021

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

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

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

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

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

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

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

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

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

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

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

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

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

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

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

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

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SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

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

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

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

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

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

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

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AUG 25 2021

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

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

AUG 25 2021

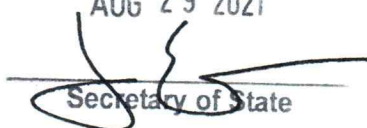


GOVERNOR GREG ABBOTT

August 29, 2021

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

AUG 29 2021


Secretary of State

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

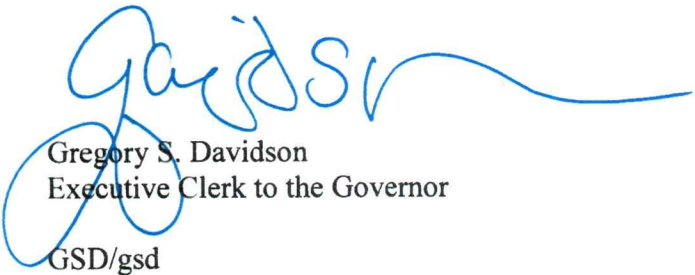
Dear Mr. Deputy Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

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

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

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

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

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

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

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



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

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

GREG ABBOTT
Governor

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

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

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

OCT 11 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

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

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

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

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

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

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

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

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

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

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

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

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

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SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021

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

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

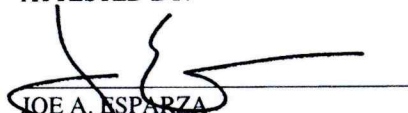
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

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



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

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

OCT 11 2021



Memorandum

To: Mayor Lew White, Mayor Pro-Tem Angie Sanchez, Councilmembers Bryant, Michelson, Westmoreland, McGregor, and Mendoza
From: Steven Lewis, City Manager
Date: June 2, 2022
Re: County COVID-19 level update

Mayor and Council,

The Centers of Disease Control and Prevention (CDC) reported Caldwell County's COVID-19 Community Level has been upgraded to *Medium* this week. This is the first time Caldwell County's community risk level has been elevated from *Low* risk since late February. The COVID-19 Community Level is determined by the higher of the new admissions and inpatient beds metrics, based on the current level of new cases per 100,000 population in the past seven days. **Here are the latest numbers on Caldwell County from the CDC:**

Case Rate per 100,000 population	206.12
New COVID-19 admissions per 100,000 population	2.9
% Staffed inpatient beds in use by patients with confirmed COVID-19	0.1%

Based on the CDC's calculations, due to more than 200 new COVID-19 cases, Caldwell County's risk level has been upgraded to *Medium*. With this classification, the CDC recommends increased accessibility to vaccination, testing, and treatment, along with maintaining improved ventilation in public indoor spaces. As of this time, the Caldwell County Office of Emergency Management is not planning on issuing an advisory regarding the county's updated COVID-19 status.

The CDC has the following recommendations for people depending on which COVID-19 Community Level their county is in:

- Low Risk
 - Stay up-to-date with COVID vaccines
 - Get tested if you have symptoms
- Medium Risk

- Same precautions as low risk and:
 - Talk to your healthcare provider about whether you should wear a mask and take other precautions if you are at high risk for severe illness
- High Risk
 - Same precautions as medium risk and:
 - Wear a mask indoors in public
 - Additional precautions may be needed for people at high risk for severe illness

This information is also available through the [CDC's Data Tracker: Integrated County View](#), which is updated every Thursday.



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve “needs” so we can work on “wants” for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this “start” list

Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- ☒ Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- ☒ Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- ☒ Explore asking the county for grant writer assistance
- ☒ Establish fee schedule for fire plan reviews and inspections
- ☒ Considering increasing existing fees for applications and development fees
- ☒ Develop an Airport Business Plan
- ☒ Research options for additional records storage
- ☒ Transition staff department reports from monthly to quarterly
- ☒ Pursue agenda management process and software
- ☐ Streamline paper processes where possible/evaluate software options
 - Utility billing
 - Applications
 - Council, boards, commissions:
 - Packets
 - Minutes

Goal Development from City Council:

The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts

Progress Reporting

The following icons are used to document progress of the following goals and strategies:

	= Completed
	= On Target or In Progress
	= Not on Target

Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce		
3. Complete updating our development ordinances	 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	

4. Consider development tools to facilitate attraction / recruitment to SH 130 corridor	 IEDC business park development study completed. Future consideration by LEDC.	
5. Bring utilities, assist assembling parcels, rezoning tracts along SH 130/142 and become shovel-ready	 Mostly done. Site development will facilitate the remainder.	
6. Pursue prospects and developers and create a BRE (business retention and expansion) program	 Hiring a second Economic Development practitioner.	
7. Start investing in more property for growth	 IEDC study.	
8. Explore next industrial park	 IEDC study.	
9. HOT (Hotel Occupancy Tax) Funds – board to develop and adopt new process to collect payments from B&Bs	 HOT Advisory Board created. Board training and funding processes under review.	
10. Adopt and implement the Economic Development Strategic Plan (currently underway by Garner Economics) by Q4 2020	 LEDC Board hired Garner Economics January 2020	
11. Robust LEDC website	 Underway with EDsuite contract.	
12. Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	<i>N/A Brand new/created in 2020</i>	
14. Develop fiber down 142, 183, and the Central Business District	<i>N/A Brand new/created in 2020</i>	

Goal #1 KPIs / Metrics:

- ☒ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ☐ Did we collaborate with downtown stakeholders and both Chambers of Commerce?
- ☐ Did we completely update our development ordinances?
- ☐ Did we brainstorm development tools for SH-130 development?
- ☐ Did we bring utilities and assemble parcels along SH-130?
- ☐ Did we develop shovel-ready development sites?
- ☐ Did we market those sites to prospective investors?
- ☐ Did we develop plans for our next industrial park?
- ☐ Did we revamp the way HOT funds are structured?
- ☐ Did we develop and implement an Economic Development Strategic Plan?
- ☐ Did the Lockhart EDC revamp their website to better attract investment?
- # of quality home builders the Lockhart EDC proactively reached out to in 2020-2021? _____
- ☐ Did we adopt a new TIF policy?

of miles of new fiber optics laid in Lockhart in 2020-2021? _____

Goal 2: Quality of Life / Quality of Facilities

Strategies	2019-2020 Progress	2020-2021 Progress
1. Invest money to improve the appearance of our town (streets, parks, entry signs)	 Doubled street resurfacing funds in FY 20; Parks Master Plan projects.	
2. Conduct and implement a Space Study of City Buildings and facilities including City Hall	 Budget established for FY 20 Space Study. RFP under development.	
3. Improve the image of City facilities as needed and conduct cosmetic improvements in the meantime	 See No. 2 above.	
4. Update, renovate, and construct City facilities as needed, based on the space study. Realize that remodel of Central Fire Station is likely next.	 Electrical panel upgrade at the Water Treatment Plant; Budget established for FY 20 Space Study; Fire Station No. 2 completed.	
5. Implement the Parks Master Plan, improving the quality of life for the community. What is in Phase 2: splash pad, restroom renovations, dog park, picnic shelter upgrades, and tree planting initiatives	 Multiple Phase I projects underway.	
6. Conduct a citywide quality of life citizen survey and ask council to fund.	 Allocate funds in FY 20-21; assign project to PIO.	
7. Establish a Hospital with an Emergency Room in town	<i>N/A Brand new/created in 2020</i>	
8. Sell church property	<i>N/A Brand new/created in 2020</i>	
9. Create a Youth Advisory Board to explore options around youth programs/activities	<i>N/A Brand new/created in 2020</i>	
10. Implement downtown drainage improvements	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	<i>N/A Brand new/created in 2020</i>	
12. Promote beautification projects through teamwork	<i>N/A Brand new/created in 2020</i>	
13. Clean up trash/enforcement citywide	<i>N/A Brand new/created in 2020</i>	
14. Enhance lower income districts with beautification efforts	<i>N/A Brand new/created in 2020</i>	

Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019? \$ _____

\$ amount invested in parks in 2019? \$ _____

\$ amount invested in gateway entry signs in 2019? \$ _____

\$ amount invested in streets in 2020? \$ _____

\$ amount invested in parks in 2020? \$ _____

\$ amount invested in gateway entry signs in 2020? \$ _____

Which facilities did we improve the image of? _____

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

of City-owned buildings we renovated or retrofitted? _____

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

☐ Did we court hospital providers?

☐ Did we sell the church property?

☐ Did we create a Youth Advisory Board?

☐ Did we implement downtown drainage improvements?

☐ Did we fully investigate issuing a street bond?

☐ Did we fully enforce trash clean up around town?

☐ Did we specifically target lower income neighborhoods for new beautification projects?

Goal 3: Staffing / Personnel

Strategies	2019-2020 Progress	2020-2021 Progress
1. Consider hiring additional personnel (engineer, IT, etc.)	 In FY 20, staffing levels were increased by 2 full-time and 1 part-time positions.	
2. Conduct a staffing study that includes evaluating efficiencies and compensation	 Classification and Compensation Study underway.	
3. Right size staffing levels city-wide based on study results	 No funding was allocated for such a study; discuss need/timing of study during FY 20-21 budget process.	
4. Consider starting salaries that compete with surrounding communities	 Classification and Compensation Study underway.	
5. Be consistent with staff development / policies / purchasing procedures	 Comprehensive Purchasing Policy under development (anticipated to be complete 1 st quarter of 2020). Revision of City Personnel Policy underway.	
6. Implement a staff development program (be consistent)	 House Bill 3834 mandated cybersecurity training for all employees with computer access and elected officials – cybersecurity training program underway.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Start developing / preparing current staff to take on leadership roles within the organization in the future. Work on succession planning: add Fire, add Electric, add Streets, and add Animal Control.	 Emphasis on leadership training for police personnel, cross training of job duties underway in Finance Department.	
8. Recruit and attract more bi-lingual staff	 No funding was allocated to recruit bi-lingual staff; explore possible options during FY 20-21 budget process and the classification and compensation study.	
9. Customer service / experience excellence training for the Utility and Planning Development teams	 Training budgeted item in FY 20 for Utility Customer Services staff.	

Goal #3 KPIs / Metrics:

of new positions in 2019? _____

☐ # of new positions in 2020 and 2021? _____☐ Did we perform a staffing efficiency/compensation study?☐ Did we right-size our salaries based on that study by the end of 2020?☐ Did we develop new consistent policies and procedures regarding professional development of staff?☐ Did we develop new consistent policies and procedures regarding purchasing/procurement?☐ Did we create and implement a new staff development program to ensure everyone has training opportunities?☐ Did we begin grooming current staff for future leadership roles?☐ How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 through 2021 who are bilingual? _____

☐ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT Management and Services

Strategies	2019-2020 Progress	2020-2021 Progress
1. Improve technology / create specific strategies to have better IT support based on Assessment results	 New outside IT management team hired; Strategic plan for current and emerging issues (cyber) near completion.	
2. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals. \$100K will pay for equipment, \$20K is licensing agreement costs.	 City-wide replacement of desktops with current operating systems complete; new servers in current fiscal year.	
3. Create a 5-year rolling IT equipment replacement plan	 See above notes 1 and 2.	
4. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website.) Purchase next modules: INCODE	 New PIO hired. Increased social media updates. INCODE permits and inspections software module implemented to track permit and inspections progress; online access to permit applications and tracking underway.	
5. Upgrade the server system	 Desktop operating systems upgrade 100% complete. Server upgrades in progress.	
6. Streamline technology hardware, software processes within the City, based on Assessment recommendations	 Ongoing and FY 20-21.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Upgrade all equipment and software and be trained on specific software to be used to maximum potential and determine which staff will require which trainings.	 Current year 2020 departmental goal.	
8. Explore implementing downtown Wi-Fi	 To be addressed in 2020 or 2021. Explore options with the Downtown Business Association and both Chambers of Commerce.	

Goal #4 KPIs / Metrics:

- ☐ Did we secure top quality technology support across all departments by the end of 2020?
- ☐ Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- ☐ Did we upgrade our servers?
- ☐ Did we upgrade our computer software, subscriptions, and licenses?
- ☐ Did we upgrade our peripherals?
- ☐ Did we upgrade our other technology equipment?
- ☐ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ☐ Did we upgrade our City server system?
- ☐ Did we streamline our City technology processes?
- ☐ Did we secure training for staff to use all new equipment properly and efficiently?
- ☐ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies	2019-2020 Progress	2020-2021 Progress
1. Provide quality public safety to all citizens of Lockhart		
a. Develop a specific Retention Strategy first	 City-wide classification and compensation study underway. Fire: Council approved 7% salary adjustment in FY 19-20. Police: all officers to attend leadership training, host ceremonial recognition events, retention strategy under development.	
b. Continue to implement hiring strategies we developed such as Fire and Police.	 Fire: Use of recruitment video; developing recruitment flyer for use with LISD and the public; career day with Lockhart High School students; Fire Chief to serve on LISD Career and Technical Education Advisory Committee. Police: In 2019, Lockhart Police Officers visited with police cadets attending the AACOG Academy and made presentations to 2 classes of prospective candidates. In 1 st quarter of 2020, LPD will make presentations to the CAPCOG Academy currently in progress.	

Strategies	2019-2020 Progress	2020-2021 Progress
c. Long-term public safety facility planning for Station #1.	 Completed Fire Station No. 2. Analysis and cost estimate to remodel and upgrade Fire Station No. 1 underway.	
d. Develop an equipment replacement schedule. Seek funding for existing equipment (fire apparatus and patrol cars) replacements.	 Developed an ambulance replacement schedule with Caldwell County and Seton. Upgrades to two-way radios (portables and mobiles) underway.	
e. Continue to ensure use of best practices / standards (research best practices, then implement)	 Fire: Fire Department is preparing an emergency management tabletop exercise for City staff. Police: Upgraded Police Officer body-worn cameras to 3 rd generation models.	
f. Evaluate Accreditation opportunities	 Fire: Reviewing the Texas Fire Chief's Association (TFCA) accreditation process before formal enrollment. Police: Currently reviewing the 166 Texas Law Enforcement Best Practices. Will submit for recognition in the 3 rd quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	<i>N/A Brand new/created in 2020</i>	
h. Begin TXDOT safety projects	<i>N/A Brand new/created in 2020</i>	
i. Promote a Neighborhood Watch Program	<i>N/A Brand new/created in 2020</i>	

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019? _____

of new law enforcement officers hired in 2020? _____

of new law enforcement officers hired in 2021? _____

% law enforcement officers retained? _____ %

of new firefighters hired in 2019? _____

of new firefighters hired in 2020? _____

of new firefighters hired in 2021? _____

% firefighters retained? _____ %

☐ Did we develop a long-term public safety facilities plan?☐ Did we develop a public safety equipment replacement schedule?☐ Did we implement that new replacement schedule?☐ Did we research and record best practices across the country regarding public safety policy?☐ Did we make any modifications to our public safety policies based on that research?☐ Did we explore and evaluate Accreditation opportunities?☐ Did we implement new turn lane and traffic light improvements in 2020-2021?☐ Did we begin the TXDOT safety projects?☐ Did we proactively promote a Neighborhood Watch Program for Lockhart?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The city council and management team agreed to use this document regularly throughout 2020 and 2021 to track progress and measure accomplishments.



City of Lockhart

2019-2020 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On February 1 & 2, 2019 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, February 1, 2019 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then took the team through a SWOT (Strengths, Weaknesses, Opportunities, & Threats) Analysis. The next group exercise was a brainstorm called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2019-2020 goal and strategy development to recommend to the City Council the following day.

On Saturday, February 2, 2019, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- That City Council will take what we say seriously
- Consider all staff in decisions
- Hear each other's goals
- Live by the plans we create / develop
- That Council develop goals / priorities based on sound data / research
- Focus
- Consider quality of life as over-arching goal
- Discuss business attraction vs. recruitment
- Being prepared for growth
- Facilities improvements
- Facilities maintenance
- How do we give back to those who need extra help?
- Smart land use practices
- Discuss Tourists/Tourism – what is there for kids to do while in town visiting family?

City Council Expectations for the Day's Discussion Topics

- Capitalize on Tourism
- Discuss Wi-Fi
- Capitalize on BBQ Capital of Texas
- Cleaning up of unsightly properties (residential)
- Work in unity today
- Serve our community
- Focus
- To discuss Economic Development targeting technology jobs
- Industrial Park is full – now what?
- Cleaning up of City properties / facilities
- Actually implement our goals
- Discuss the direction of Economic Development
- Think bigger / think change / embrace change
- Develop our identity
- Attractive gateway signage
- Employee wages
- Technology infrastructure

SWOT Analysis

The facilitator guided the participants through an analysis of their current Strengths, the current Weaknesses or Challenges they are facing, Opportunities that may come their way in the future, and Threats that are possible to occur in the future. Note that there are no right or wrong answers here and no implication of likelihood. This is simply a brainstorm of the opinions of the participants to get them thinking about goals in the next portion. The Management Team listed their responses first, then the City Council added additional items the following day.

Strengths

- Historic district
- County seat
- BBQ Capital of Texas
- Location to highways
- Tourism
- Small town (family-oriented)
- Growing – room for more
- Desire to manage growth
- Good development process
- Proximity to Austin
- Comparable housing prices
- Existing capacity of utilities
- Easy mobility
- Economic Development Sales tax
- Clark Library
- Baker Theatre
- Ease of developing land (flat)
- Employees who experience long tenure
- Volunteers
- CTR (Chisholm Trail Roundup) & other local events
- Community support
- Recognizable court house
- Movies / film production (TFC)
- Long-term water planning
- High-level financial planning
- Competitive building / development fees
- “Real” city with well-managed growth
- New energy
- Proximity to large cities / airport
- New residents – new ideas – changing priorities
- Diversity
- First Friday Downtown Event

Weaknesses / Challenges

- Incentives – Economic Development lack of use
- Technology – aging equipment and software
- Infrastructure
- Facilities – condition / maintenance
- Competitive salaries within region
- Training opportunities
 - Professional development
 - Budget
- Closed minds – have always done it this way
- Tourism
- Managing growth
- Need for succession planning
- Public perception influencing job applicant pool
- Weak tax base
- Limited in-town post-secondary educational opportunities
- Lack of retail
- Lack of entertainment (kids)
- Limited grocery options
- City-owned property
- College
- Venue / convention center
- Lack of hotels
- Entryways to community
- Not using TIF financing
- Emerging downtown organization
- How to effectively support increasing, ever-growing number of festivals
 - Create packages for vendors and festivals
- No city recreation programs
- In-kind services
- Very limited public transportation services
- Outdated web information
- Poor communication with citizens

Opportunities

- Expand airport (hangars)
 - Install AWOS (Automated Weather Observing System)
- Improve working conditions of employees
- Proximity to Austin
- Implement first phase of parks master plan
- SH-130 has great properties but not city-owned property
- Undeveloped lots on Square and north / northwest of Square
- Long-tenured elected leadership
- Increase community involvement
- To develop positive relationship with County, School, and organizations
- Quality economic growth
- Franchise recreational or entertainment venues (theaters, bowling, outlets, concerts, water parks)
- Community college campus
- Increased communication needed with ISD for school planning, infrastructure, etc.
- Expand walking / biking opportunities for exercise and community involvement
- Lockhart Springs (natural spring)
- Lockhart State Park transfer to City
- Potential residential development around golf course
- Development within historic district
- School district growth
- Housing growth
- Business growth
- St. Paul Church and other redevelopment opportunities
- Hospital / medical facilities
- Public bathrooms downtown
- Develop Industrial Park
- More involvement with San Marcos Greater Partnership
- Partnership with Austin Chamber
- EDC \$ will go further today than in 2 years (spec buildings, parking)

Threats

- Economic recession
- Voter turnout
- Government shutdown
- Citizen input
- Natural disaster
- Leadership in government
- Lack of economic development direction
- Competition from other cities
- Lack of resources
- Building maintenance
- Technology – cyber security
- Surging population
- Infrastructure improvement
- Maintaining reputation
- Planning without follow through
- Lack of educated workforce – skilled labor
- Crime
- Lack of workforce – people
- Retention and hiring
- Youth retention
- School quality
- Lack of industry
- Lack of racial unity
- Micro-managing
- Other utilities providers
- Homeless services – transportation
- Types of future growth

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Space allocation study
- Renovate City buildings – construct
- Downtown bathrooms
- Improve salaries – salary survey
- Staff development program / policies / procedures
- Consistency in purchasing
 - Revamp purchasing policy
- Replacing capital equipment / vehicles – vehicle fund
- Mandatory single stream recycling
- IT department, in-house City Engineer
- New technology in terms of equipment, network, server, software
- Re-assess who is in charge of downtown redevelopment
 - Name which entity (or entities) funds downtown redevelopment initiatives
 - Name which entity (or entities) manages downtown redevelopment initiatives
- 2020 Comprehensive Master Plan Update that includes a future land use plan and map

Stop

- In-house utility billing (consider outsourcing)
- Outsourcing IT (consider bringing in-house)
- Repetitive useless paperwork (paperwork/policies must be updated and streamlined)
- Increasing overtime in fire and police (hire more to fix this issue)
- Using outdated equipment
- Hand -picking collections of recycled goods (business pick up)
- Laying asphalt driveway approaches for “free”
- Demolition of condemned houses – stop doing in-house (needs to be outsourced)

Continue

- Meeting with County, City, School, Chamber, EDC
- Implementing 2020 Plan and Updates
- Attracting businesses – growth
- Providing superior service
- Redeveloping Downtown
- Implement Parks Master Plan
- Being a great place to work
- Public investments along SH-130
- Supporting festivals / movie projects
- Financial planning
- Embracing tourism

Goal 1: Economic Development / Planning

Strategies
1. Partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)
2. Reassess who is in charge of managing and funding downtown development and tourism
3. Attract a post-secondary education campus / facility
4. Complete updating our development ordinances
5. Consider development tools to facilitate attraction / recruitment to SH 130 corridor
6. Bring utilities, assist assembling parcels, rezoning tracts along SH 130
a) Shovel ready
b) Pursue prospects
7. Start investing in more property for growth
8. Explore next industrial park
9. HOT (Hotel Occupancy Tax) Funds – revamp structure
10. Economic Development Strategic Plan
11. Robust LEDC website

Goal #1 KPIs / Metrics:

- ☐ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ☐ Did we reassess downtown development and tourism initiatives and who leads each?
- ☐ Did we initiate efforts to attract a post-secondary educational institution or facility to Lockhart?
- ☐ Did we completely update our development ordinances?
- ☐ Did we brainstorm development tools for SH-130 development?
- ☐ Did we bring utilities and assemble parcels along SH-130?
- ☐ Did we develop shovel-ready development sites?
- ☐ Did we market those sites to prospective investors?
- ☐ Did we develop plans for our next industrial park?
- ☐ Did we revamp the way HOT funds are structured?
- ☐ Did we develop and implement an Economic Development Strategic Plan?
- ☐ Did the Lockhart EDC revamp their website to better attract investment?

Goal 2: Quality of Life / Quality of Facilities

Strategies
1. Invest money to improve the appearance of our town (streets, parks, entry signs)
2. Conduct a Space Study of City Buildings and facilities including City Hall
3. Improve the image of City facilities as needed
4. Update, renovate, and construct City facilities as needed
5. Implement the Parks Master Plan, improving the quality of life for community
6. Conduct a citywide quality of life citizen survey

Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019 and 2020? \$ _____

\$ amount invested in parks in 2019 and 2020? \$ _____

\$ amount invested in gateway entry signs in 2019 and 2020? \$ _____

of City facilities we improved the appearance of? _____

☐ Which facilities did we improve the image of?

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

☐ How many City-owned buildings did we renovate or retrofit?

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

Goal 3: Staffing / Personnel

Strategies
1. Consider hiring additional personnel (engineer, IT, etc.)
2. Conduct a staffing study that includes evaluating efficiencies and compensations
3. Right size staffing levels city-wide based on study results
3. Consider starting salaries that compete with surrounding communities
4. Be consistent with staff development / policies / purchasing procedures
5. Implement a staff development program (be consistent)
6. Start developing / preparing current staff to take on leadership roles within the organization in the future
7. Bi-lingual staff
8. Customer service / experience excellence training

Goal #3 KPIs / Metrics:

of new positions in 2019 and 2020? _____

- ☐ Did we perform a staffing efficiency/compensation study?
- ☐ Did we right-size our salaries based on that study by the end of 2020?
- ☐ Did we develop new consistent policies and procedures regarding professional development of staff?
- ☐ Did we develop new consistent policies and procedures regarding purchasing/procurement?
- ☐ Did we create and implement a new staff development program to ensure everyone has training opportunities?
- ☐ Did we begin grooming current staff for future leadership roles?
- ☐ How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 and 2020 who are bilingual? _____

- ☐ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT / Software and Hardware

Strategies
1. Conduct a Technology Assessment that yields specific recommendations
2. Improve technology / create specific strategies to have better IT support based on Assessment results
3. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals
4. Start replacing old equipment
5. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website)
6. Carefully weigh all the pros and cons of considering bringing IT in-house
7. Upgrade the operating system
8. Streamline technology hardware, software processes within the City, based on Assessment recommendations
9. Upgrade all equipment and software and be trained on specific software to be used to maximum potential
10. Explore implementing downtown Wi-Fi

Goal #4 KPIs / Metrics:

- ☐ Did we conduct a Technology Assessment?
- ☐ Did we secure top quality technology support across all departments by the end of 2020?
- ☐ Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- ☐ Did we upgrade our servers?
- ☐ Did we upgrade our computer software, subscriptions, and licenses?
- ☐ Did we upgrade our peripherals?
- ☐ Did we upgrade our other technology equipment?
- ☐ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ☐ Did we carefully weigh all the pros and cons of keeping IT outsourced vs. bringing it in-house?
- ☐ Did we upgrade our City operating system?
- ☐ Did we streamline our City technology processes?
- ☐ Did we secure training for staff to use all new equipment properly and efficiently?
- ☐ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies
1. Provide quality public safety to all citizens of Lockhart
a) Develop a specific Retention Strategy first
b) Develop a specific Hiring Strategy
c) Long-term public safety facility planning
d) Develop an equipment replacement schedule
e) Ensure use of best practices / standards (research best practices, then implement)
f) Evaluate Accreditation opportunities

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019?

of new law enforcement officers hired in 2020?

% law enforcement officers retained?

of new firefighters hired in 2019?

of new firefighters hired in 2020?

% firefighters retained?

☐ Did we develop a long-term public safety facilities plan?

☐ Did we develop a public safety equipment replacement schedule?

☐ Did we implement that new replacement schedule?

☐ Did we research and record best practices across the country regarding public safety policy?

☐ Did we make any modifications to our public safety policies based on that research?

☐ Did we explore and evaluate Accreditation opportunities?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The participants agreed to use this document regularly throughout 2019 and 2020 to track progress and measure accomplishments.

CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,))
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,))
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
GONZALES-SANCHEZ	4	Public relations position work with social media/ get the word out about Lockhart
MCGREGOR	4	City Facilities: Maintenance and repairs
MENDOZA	4	

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CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material.
GONZALES-SANCHEZ	5	
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees

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CITY COUNCIL FY 18-19 GOALS

Category Order and Comments by City Manager

Council agreed at February 13 meeting that each Councilmember will submit at least 5 category goals in priority order to the City Manager to be considered by Council at first meeting in March, 2018

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilities	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsightly properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accomodate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development	GF	Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recruit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the sqare.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off altenating system, especailly during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with USD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhood Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot of additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Develop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE		
		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for change that comes from employees in such positions. All department heads/supervisors are encouraged to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of \$150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

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CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
JC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
JC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

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CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Develop an oral history project to support a future "Walking Tour" app for Lockhart	General Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County Judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside	General Fund	CITY BLDGS
BW	3	Spruce up and clean up City properies		CITY BLDGS
BH	4	Improve City Facilities Appearance		CITY BLDGS
JC	4	City Facilities		CITY BLDGS
AGS	10	Convention Center		CONVENTION CTR
JC	2	Crime		CRIME
AGS	4	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additonal money for registration fees and course material.		CRIME
Jeff M	4	Work with Police Department to bring back drug enforcement program		CRIME
LW	8	Fund for helping utility customers in need	???	CUSTOMER SERV
BW	2	Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled	??	DOWNTOWN
LW	2	Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting		DOWNTOWN
AGS	9	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic		DOWNTOWN
LW	1	Expanding economic development department, budget, office, staff?, marketing	General fund, LEDC	ECCONOMIC DEV
AGS	3	Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.		ECCONOMIC DEV
JC	3	Economic Development		ECCONOMIC DEV
AGS	5	Subdivision development to attract more businesses to Lockhart.		ECCONOMIC DEV
JM	5	Set up meetings with developers for more retail space shopping centers along US 183		ECCONOMIC DEV

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
AGS	6	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)		ECONOMIC DEV
AGS	1	All Department Heads to Budget Salary Increases for all City Employees.		EMPLOYEES
JM	1	City Employee Raises		EMPLOYEES
JM	2	House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees		EMPLOYEES
AGS	8	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays.		EMPLOYEES
BW	1	ENFORCE ordinances that pertain to unsightly properties all over town		ENFORCEMENT
Jeff M	1	Enforce city ordinance regarding residential property		ENFORCEMENT
Jeff M	3	Continue to work on City Park improvements		PARKS
JM	3	Do inventory of City properties to idenify areas for pocket parks	LEDC funds	PARKS
LW	3	Park improvements	General fund	PARKS
BH	5	Parks Improvements	General Fund	PARKS
JC	5	Parks		PARKS
AGS	7	Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.		PARKS
LW	7	Town branch cleanup and beautification	???	PARKS
JM	4	Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks		SIDEWALKS
LW	6	sidewalk repair and expansion	general fund bond	SIDEWALKS
BH	1	IMPLEMENT SIGNAGE IN LOCKHART	General Fund (LEDC) and/or Hotel Tax	SIGNAGE
LW	4	wayfinding, branding	general fund	SIGNAGE
LW	5	Entry signs	general fund	SIGNAGE
Jeff M	6	Signage on Highway 183 and SH130 = directing people to Lockhart		SIGNAGE
BW	4	Pursue opportunity to move Senior Citizens' Center to St Paul United Church of Christ Property		SR CITIZENS CTR
JC	1	Roads	Grants or impact fees	STREETS/INFRAS
AGS	2	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods		STREETS/INFRAS
BH	2	Continue improving City Streets	Increase Transportation Fund	STREETS/INFRAS
Jeff M	5	Continue to make improvements and redoing our city streets		STREETS/INFRAS

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
1	Castillo	Infrastructure	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future.
1	Gonzales-Sanchez	Department Heads to Budget Salary Increases for city employees so that we can keep our current city employees.	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l
1	Hilburn	Improve City Cemetery with GF Expiring debt saving and/or Cemetery Tax	Cemetery Tax up to 5 cents allowed by State Law. Expiring GF debt committed to Police and Fire increased pay rates. (\$132,000)
1	Mendoza	Find ways to use activity center for multi-purpose use. (basketball, volleyball). Funding source: Different companies in town	If approved by Council staff would approach local businesses
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget \$250,000 per year for street materials
1	Westmoreland	Enforce ordinances that pertain to unsightly properties all over town. Make homeowners/residents (because some may be renters) take pride in their environment. It is an eyesore to drive around town and see overgrown properties, junked cars, and stacks of trash on porches, in yards and driveways. All levels of socio-economic residents in this town have shown evidence of being disrespectful to their environment.	City has no esthetics ordinance currently. The term "unsightly" is subjective and is difficult to prove in court.
1	White	Economic Development-expanding budget to get staff qualified to help Sandra with recruitment, working with LEDC to either build Spec building or invest in more property, Main St program to relieve Sandra of a lot of those duties	Main Street Program would require another person and funding to work with local businesses while Economic Development would conscentrate on new businesses and new jobs
2	Castillo	Economic Development	Need 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Gonzales-Sanchez	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future. Most streets that lack curbing will need to be totally reconstructed. Brighter LED lights being experimented with since costs have come down.
2	Hilburn	Implement City Signage	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
2	Mendoza	New Park equipment. Funding Source: Each Councilmember responsible for a park and finding funding sources	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
2	Michelson	Continue to improve ways to attract businesses to Lockhart	Need more 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Westmoreland	Create a policy for the residency of future admininstrative positions to live within the Lockhart city limits. If an administrator wants to be employed by the City of Lockhart, they need to reside here. Sharing in the daily lives of our citizens seems crucial to making decisions about Lockhart. They are paid by city taxes.	It is not legal to require all department heads to live in the City limits; only the City Manager is required to do so. All non-24 emergency response employees must live within 25 mintues of City Limis
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilites	Not sure what this includes; can asses all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recurit more businesses especailly retail and continue efforts ; contact existing and vacant bldg owners to see if they are willing to work with City to bring these small retail businesses, as well as industrial; possibly purchasing two downtown county buildings when on the market for possible new businesses in the downtown area. Stronger platform with LEDC with methods to sell Lockhart and attract businesses.	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment. Prime softgood companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonalbe cost per sf plus higher traffic counts.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
3	Hilburn	Continue improving city streets: Increase Transportation Fund	Current transportation monthly rate is \$ 4 for residential and others; \$260,000 annual which helps fund labor and equipment, but is not sufficient for materials. Another \$250,000 for materials is needed annually.
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about \$12,000
3	Michelson	Refurbish City Hall	If atrium removed, add more offices estimated at \$45,000 and more outside landscaping estimated at \$ 5,000; elevator going in with improvements to restrooms and offices
3	Westmoreland	Approach interested and future businesses cordially. Stringent ordinances (and the way they are approached), scare off some businesses. Let's be friendly in a positive way.	City Mgr respectfully requests names of such businesses. He has met with 18 business representatives over past 15 months that were looking at Lockhart but did not come. Except for the non-residential exterior building esthetics ordinance, none of them indicated a problem with the current ordinances or with staff. The main problems were high land prices and the lack of "ready built retail and industrial buildings", and traffic counts were not high enough. Most thought the impact fee schedules were very reasonable compared to other cities. Will continue to work toward friendlier customer service with simplified ordinances.
3	White	Park master plan to consider park bond issue, recreation dept and staff issues	Master Plan estimate: \$ 45,000, recreation dept est at least \$ 60,000 for a recreational professional with another \$30,000 for equipment and materials
4	Castillo	Employees Wages	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l Cost FY 16-17 due to Civil Serv Pay Plan Expansions already approved: \$ 132,000
4	Gonzales-Sanchez	Police Task Force: Budget extra funds to bring back a much needed Police Task Force to address any drug and gang related problems this city is being faced with especially on the East side of our city. Possibly ask the County to assist with funding.	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If there are cars parked on both sides of the streets, only one car can pass through at a time. Then it becomes a one lane street. I have witnessed a different angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking = \$ 12,000; will probably lose 4 spaces per block. 2 on each side
4	White	Branding and wayfinding—may be included in #1	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
5	Castillo	Parks	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
5	Gonzales-Sanchez	Subdivision development to attract more businesses to Lockhart	Working with 6 more subdivisions, either new or expanding, and possibly one more very large one northwest.
5	Hilburn	Improve tourism in Lockhart - City Council continue to work with and encourage Chambers of Commerce to be more involved	Council can make this directive to Chambers when dividing out HOT funds
5	Mendoza	Finding more funding for Retail Market Study. Zip code demographics with reports. Funding LEDC	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes
5	White	Sidewalks to include lighting	Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.

City of Lockhart																					
Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																					
Hotel Tax Fund																					
2016 GO Refunding				40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
Total Hotel Tax Fund P & I			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
LEDC																					
2015 Tax & Revenue	100.00%		48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
Total LEDC Fund P & I			48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
2015 Capital Projects Fund																					
2015 Tax & Revenue																					-
Total 2015 Capital Projects Fund Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage																					
2015 Tax & Revenue			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
Total Drainage Fund P & I			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
General Fund																					
2015 Tax & Revenue																					-
Total General Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
2015 Tax & Revenue	TRNSF		186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374	4,548,778
2015 Tax & Revenue	12.00%		117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,567,990
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
Total Debt Service Fund P & I			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
Total General Government			938,587	1,157,273	1,169,731	1,164,154	1,295,686	1,305,945	1,299,241	1,304,794	1,311,046	1,309,331	1,317,529	617,619	616,651	616,940	616,069	616,979	616,594	617,881	16,953,464

Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
Proprietary																					
Electric Fund																					
2013 SIB Loan	30.81%		71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152			1,067,268
																					-
																					-
Total Electric Fund P & I		-	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,067,268
Water Fund																					
2006A Tax & Rev CO's	7.00%		20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%		486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800	10,614,362
2016 GO Refunding	21.81%		49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
2013 SIB Loan	35.80%		82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676			1,240,140
Total Water Fund P & I		-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
Sewer Fund																					
2015 Tax & Revenue	4.30%		42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643	920,197
																					-
2016 GO Refunding	3.35%		7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
																					-
2013 SIB Loan	33.39%		77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102			1,156,537
																					-
Total Sewer Fund P & I			126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
Total Proprietary Fund P & I		-	837,621	896,203	901,594	899,733	1,151,869	1,155,510	1,152,026	1,154,116	1,156,323	1,156,436	1,159,539	953,049	951,915	952,253	951,236	952,301	720,919	722,443	16,987,463
Grand Total			1,776,208	2,053,476	2,071,326	2,063,887	2,447,555	2,461,455	2,451,267	2,458,910	2,467,369	2,465,767	2,477,068	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324	33,940,927

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015	2016	2017
						FebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJan		
\$14,124,890.00		TOTAL PROJECT COST						
\$2,068,024.00	1	DRAINAGE IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Mon 3/23/15	Tue 4/21/15			
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15			
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15			
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15			
		Construction	180 days	Sat 9/19/15	Wed 3/16/16			
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Sat 4/25/15	Sun 5/24/15			
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15			
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15			
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15			
		Construction	180 days	Sat 11/21/15	Wed 5/18/16			
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project						
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15			
		Survey	45 days	Mon 8/17/15	Wed 9/30/15			
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16			
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16			
		Construction	365 days	Sat 5/28/16	Sat 5/27/17			
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project						
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15			
		Survey	7 days	Mon 11/16/15	Sun 11/22/15			
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16			
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16			
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16			
		Construction	90 days	Tue 3/22/16	Sun 6/19/16			
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT						
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16			
		Survey	15 days	Sun 1/17/16	Sun 1/31/16			
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16			
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16			
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16			

City of Lockhart
2015 BOND PROGRAM

Cost		Notes Task Name	Duration	Start	Finish	2015												2016												2017																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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