

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL

February 21, 2023

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

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

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

DISCUSSION ONLY

- A. Presentation and update by TRC Engineering and Rialto Studio regarding the Downtown Revitalization Project (60% Design Report) 4-22
- B. Presentation By Central Texas Refuse regarding solid waste collection activities, programs and 130 Environmental Park. 23-37
- C. Presentation by Interim Police Chief Lunsford regarding the 2022 Racial Profiling Report. 38-103
- D. Discuss Resolution 2023-01 regarding the request of JES Dev Co, Inc. for support from the City of Lockhart for tax credits relative to the construction of 30 affordable senior housing units named Maple Park Manor to be located north of Clearfok Street. 104-154
- E. Discuss lease agreement between the City of Lockhart and New Cingular Wireless PCS, LLC for installation of cellular antenna components to the Maple Street Elevated Storage Tower located at 460 City Line Road and authorizing the Mayor to sign the lease documents. 155-190
- F. Discuss awarding bid to 304 Construction, LLC of Cedar Creek, Texas in the amount of \$199,600 for the construction of the 2023 Sidewalk Improvements Project. 191-198
- G. Discuss second amendment of 380 economic development agreement between the City of Lockhart, Texas and Visionary Fiber Technologies, Inc. 199-202
- H. Discuss proposal to assign recently-annexed areas to City Council districts and discuss Ordinance 2023-05, adopting revised City Council district boundaries. 203-208

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation. Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING on application ZC-23-01 from Austin Davis of Lockhart 1322 LLC and discussion and/or action to consider Ordinance 2023-04, for a **Zoning Change** from *AO Agricultural – Open Space District* to *RMD Residential Medium Density District* on 92.52 acres in the James George League, Abstract No. 9. located on the east side of Lay Road approximately 530 feet east of FM 1322. 209-231

5. DISCUSSION/ACTION ITEMS

- A. Discussion and or action of Resolution 2023-01 regarding the request of JES Dev Co, Inc. for support from the City of Lockhart for tax credits relative to the construction of 30 affordable senior housing units named Maple Park Manor to be located north of Clearfork Street. 232-282
- B. Discussion and consideration of the 2022 Racial Profiling Report. 283-348
- C. Discussion and/or action regarding a lease agreement between the City of Lockhart and New Cingular Wireless PCS, LLC for installation of cellular antenna components to the Maple Street Elevated Storage Tower located at 460 City Line Road and authorizing the Mayor to sign the lease documents. 349-384
- D. Discussion and/or action regarding recommendation to award bid to 304 Construction, LLC of Cedar Creek, Texas in the amount of \$199,600 for the construction of the 2023 Sidewalk Improvements Project. 385-392
- E. Discussion and/or action regarding second amendment of 380 economic development agreement between the City of Lockhart, Texas and Visionary Fiber Technologies, Inc. 393-396

- F. Consideration of a proposal to assign recently-annexed areas to City Council districts and discussion and/or action to consider Ordinance 2023-05, adopting revised City Council district boundaries.

397-402

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

- Progress relative to the upcoming Comprehensive Plan update.
- Council / Planning Zoning Committee on housing and development issues meets on February 27, 2023 at 6:00 p.m. in the Dr. Eugene Clark Library - third floor.
- Update concerning the City's efforts on securing grants for public improvements.
- Update on 2022-2023 Street Resurfacing Projects.
- KidFish at City Park on March 18 at 9:00 a.m.
- Household Hazardous Waste Collection Event will be held Saturday, April 1, 2023 (rain or shine) for Lockhart residents.
- Future City Council Agenda items on March 7, 2023 include:
 - Consulting agreement for Parks and Recreation General Planning Services.
 - Recommendation from the Hotel Occupancy Tax (HOT) Advisory Board for 2023 allocations.
 - Annual Review of the Emergency Outdoor Siren Activation Policy.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. 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 17th day of February, 2023 at 3pm.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Presentation and update by TRC Engineering and Rialto Studio regarding the Downtown Revitalization Project (60% Design Report)

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: TRC will be providing a project update regarding the 60% design milestone. Major design components have been refined in comparison to the 30% design plans, conflicting design elements have been modified, and quantities/probable cost estimates have been updated to reflect the changes. The progress report will also address the following:

- Completed tasks
- Comments received during meetings with the County and TxDOT
- Proposed street improvements to eliminate steep steps along roads

In June of 2023, staff will receive the 100% plans from TRC Engineering. These plans will be used for the permitting, bidding and construction of the Downtown Revitalization Project. An additional update by TRC will follow the release of the 100% plans that will explain the next steps of the project prior to bidding beginning.

PROJECT SCHEDULE (if applicable): 100% Plans from TRC - June 2023

Permitting - June to September 2023

Bidding - September to December 2023

Construction - December 2023 to December 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: May 3, 2022 - Council Approved Downtown Revitalization Option 1B

June 21, 2022 - Entered a Professional Service Agreement with TRC for the Downtown Revitalization Project

City of Lockhart, Texas

Council Agenda Item Cover Sheet

November 1, 2022 - Accepted the 30% Design Report

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Accept the report.

LIST OF SUPPORTING DOCUMENTS: 2023 02-16 Revised 60% City Council Presentation

DOWNTOWN REVITALIZATION PROJECT

PROJECT STATUS UPDATE

FEBRUARY 2023



RIALTO STUDIO
LANDSCAPE ARCHITECTURE



PROJECT STATUS UPDATE

TASKS COMPLETED SINCE 30%

- MET WITH CALDWELL COUNTY ON JANUARY 9TH
- MET WITH TXDOT ON JANUARY 11TH
- MET WITH ARBORIST ON FEBRUARY 8TH
- UPDATED PROJECT COST ESTIMATE
- PREPARED CONCEPTUAL PHASING PLAN
- SUBMITTED 60% DESIGN DRAWINGS, COST ESTIMATE, AND SPECIFICATIONS TO CITY FOR REVIEW

UPDATED PROJECT COST ESTIMATE

10/14/2022 = \$8,936,831

01/31/2023 = \$8,939,856

REFINED PROJECT COST ESTIMATE FOR 60% DESIGN

- COST INCREASED APPROX. \$3,000
- REFINED STORM SEWER DESIGN
- IDENTIFIED SANITARY SEWER THAT HAD PREVIOUSLY BEEN REPLACED
- ADDITIONAL PAVEMENT REQUIRED AT INTERSECTIONS TO ACCOMMODATE STREETSCAPE DESIGN AND PEDESTRIAN SAFETY
- MORE DETAILED BREAKDOWN OF COSTS FOR LIGHTING, PLANTING, AND IRRIGATION

CALDWELL COUNTY MEETING RECAP

JANUARY 9, 2023

MET WITH JUDGE HOPPY HADEN

TAKEAWAYS

- SUPPORTS THE PROJECT
- SUPPORTS ONE-WAY TRAFFIC ON MAIN AND COMMERCE STREETS
- SUPPORTS SIDEWALK EXPANSION AROUND THE COURTHOUSE
- REQUEST TO MAINTAIN ADA ACCESS ON THE NORTH SIDE OF COURTHOUSE
- SUPPORTS TRUCK RE-ROUTE

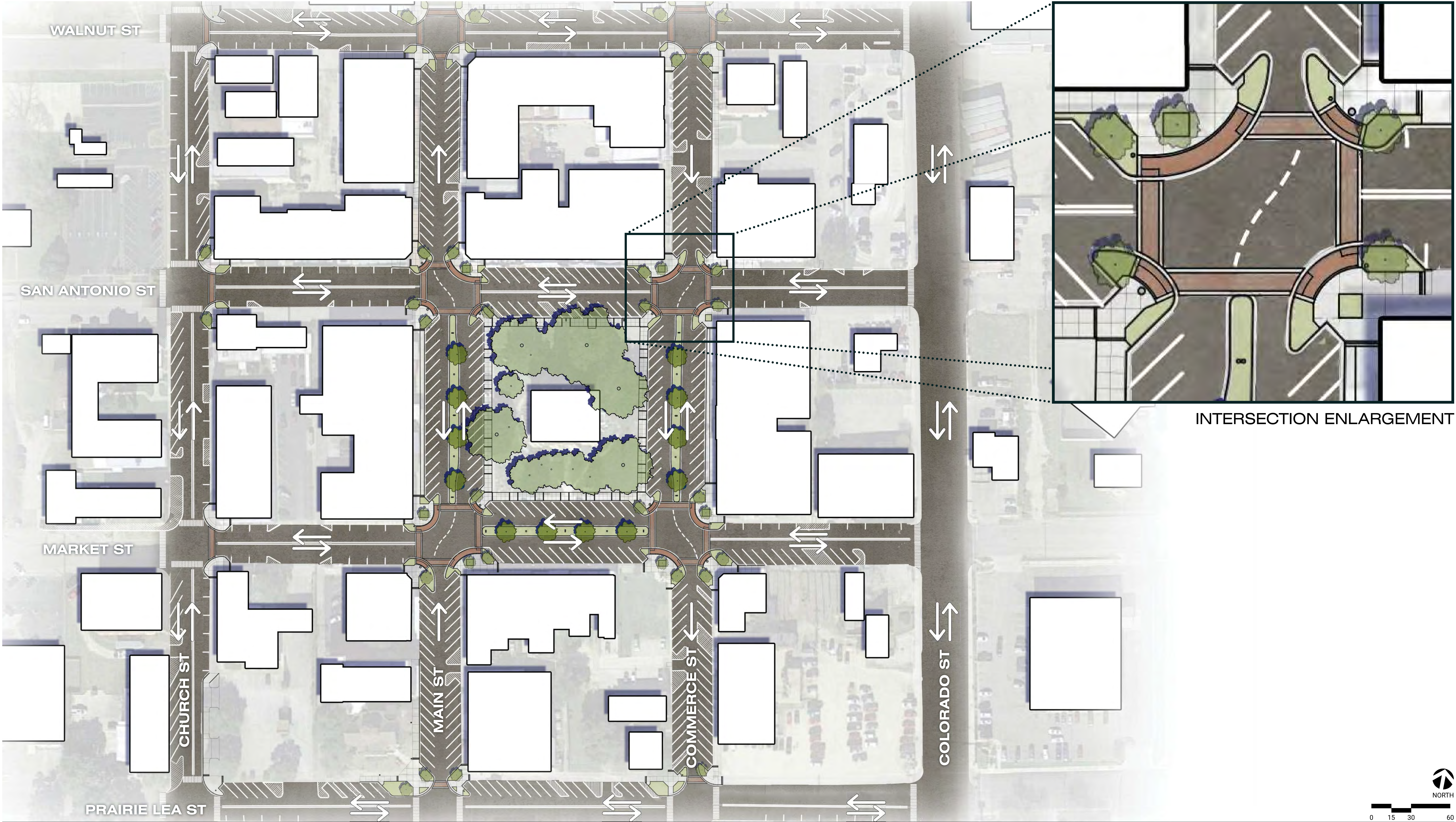
TXDOT MEETING RECAP

JANUARY 11, 2023

MET WITH DIANA SCHULZE, TANLI SUN, AND MARGARET LAKE

TAKEAWAYS

- SUPPORT THE PROJECT
- REQUEST TO REVIEW STREET LAYOUT AND UTILITY CROSSINGS ON SAN ANTONIO STREET
- REQUEST TO MAINTAIN TWO-WAY TRAFFIC ON SAN ANTONIO STREET
THROUGHOUT CONSTRUCTION

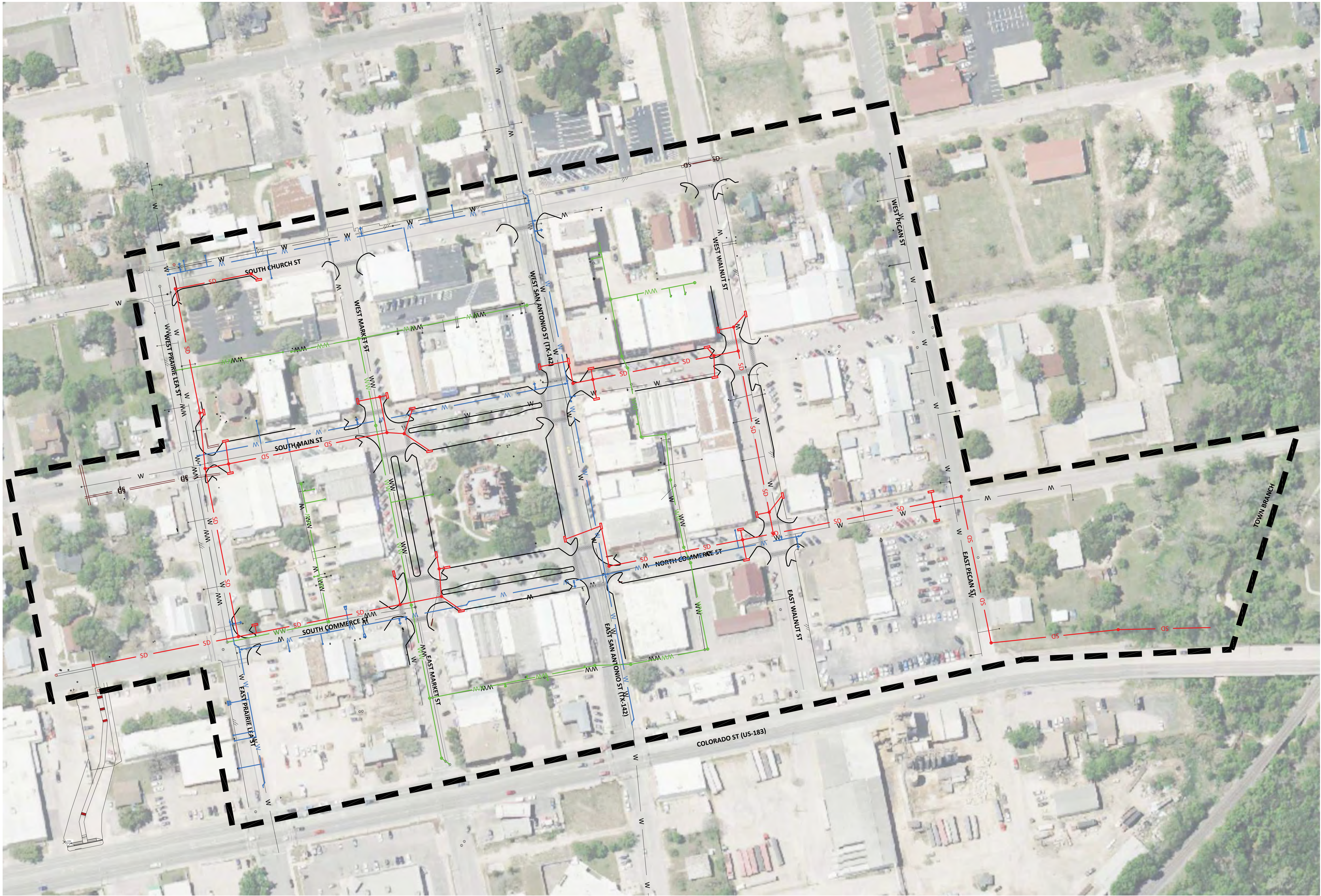


DOWNTOWN REVITALIZATION PROJECT

FEBRUARY 2023

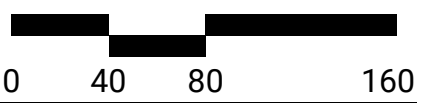
PROPOSED MASTER PLAN

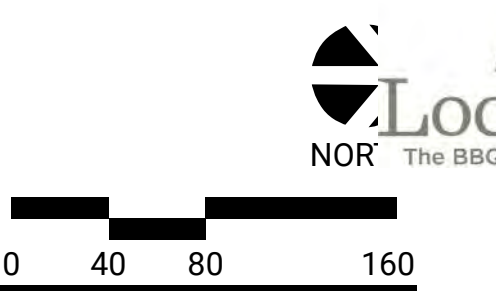
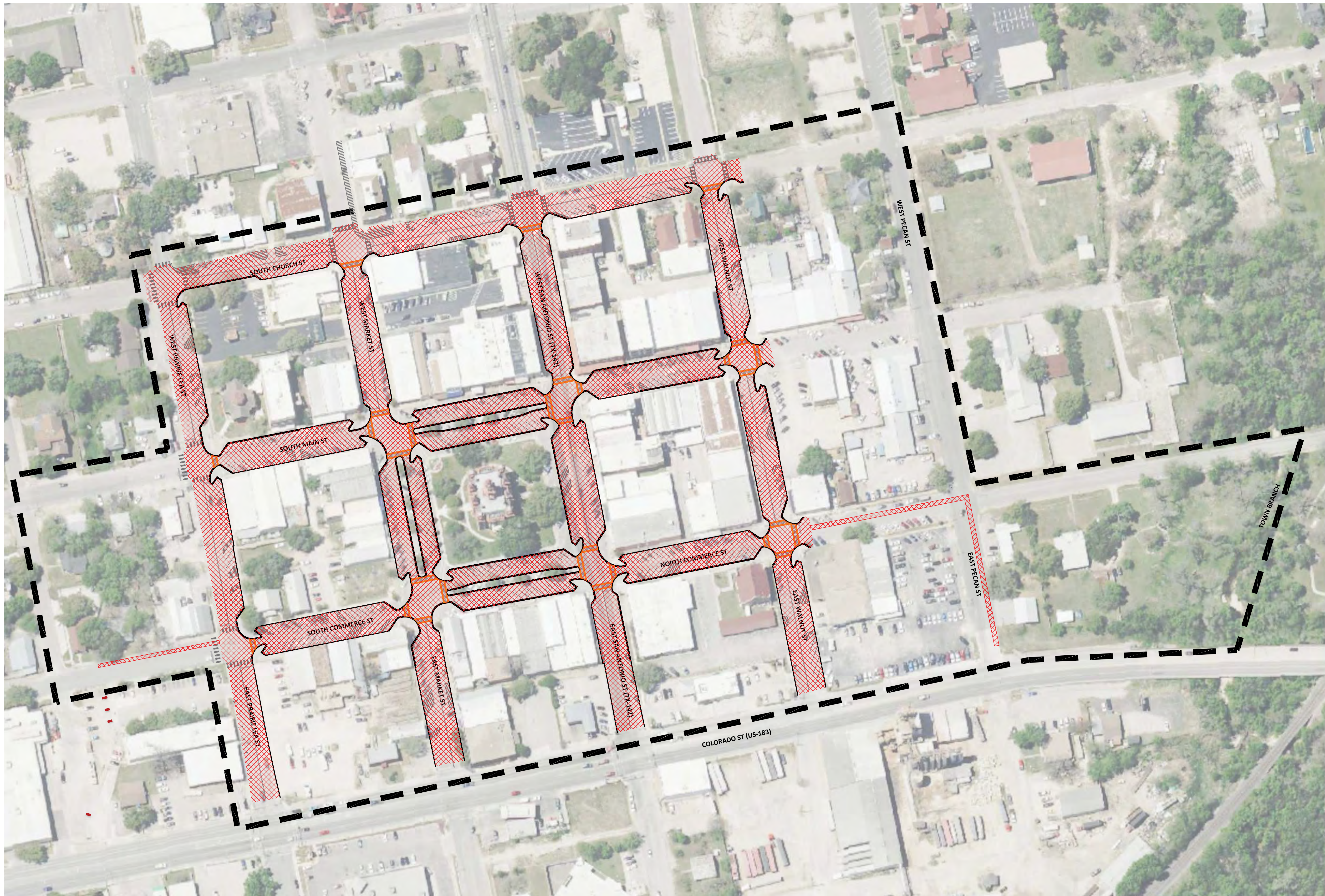




DOWNTOWN REVITALIZATION PROJECT
PROPOSED UTILITY IMPROVEMENTS

FEBRUARY 2023

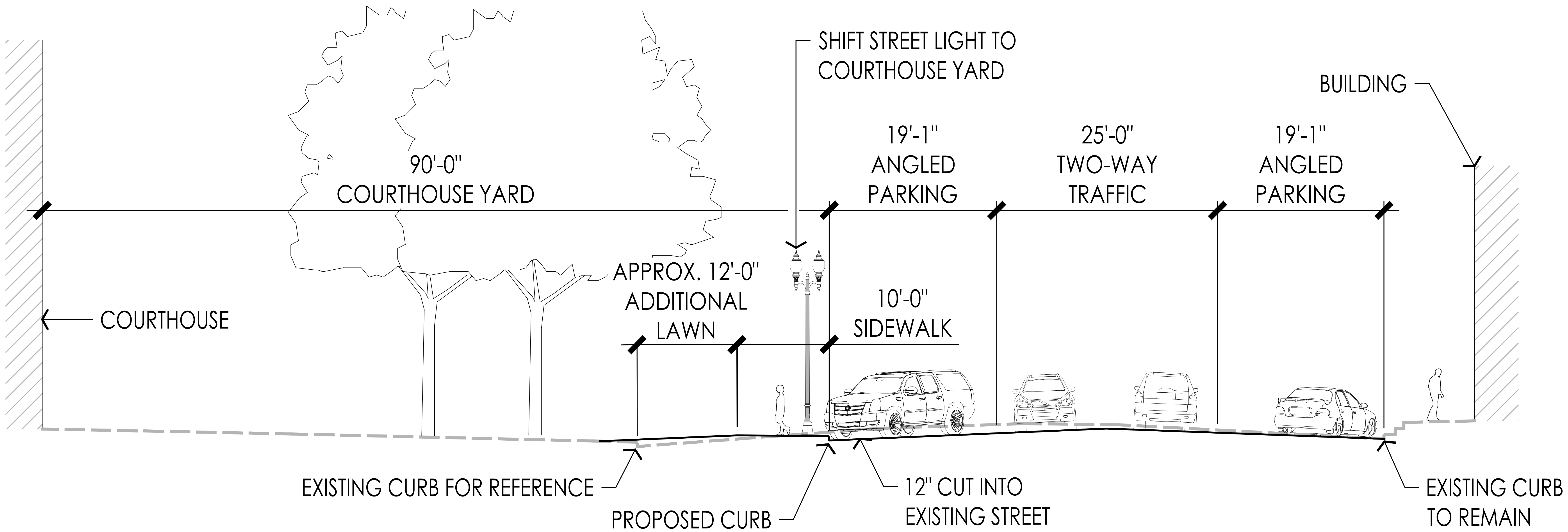


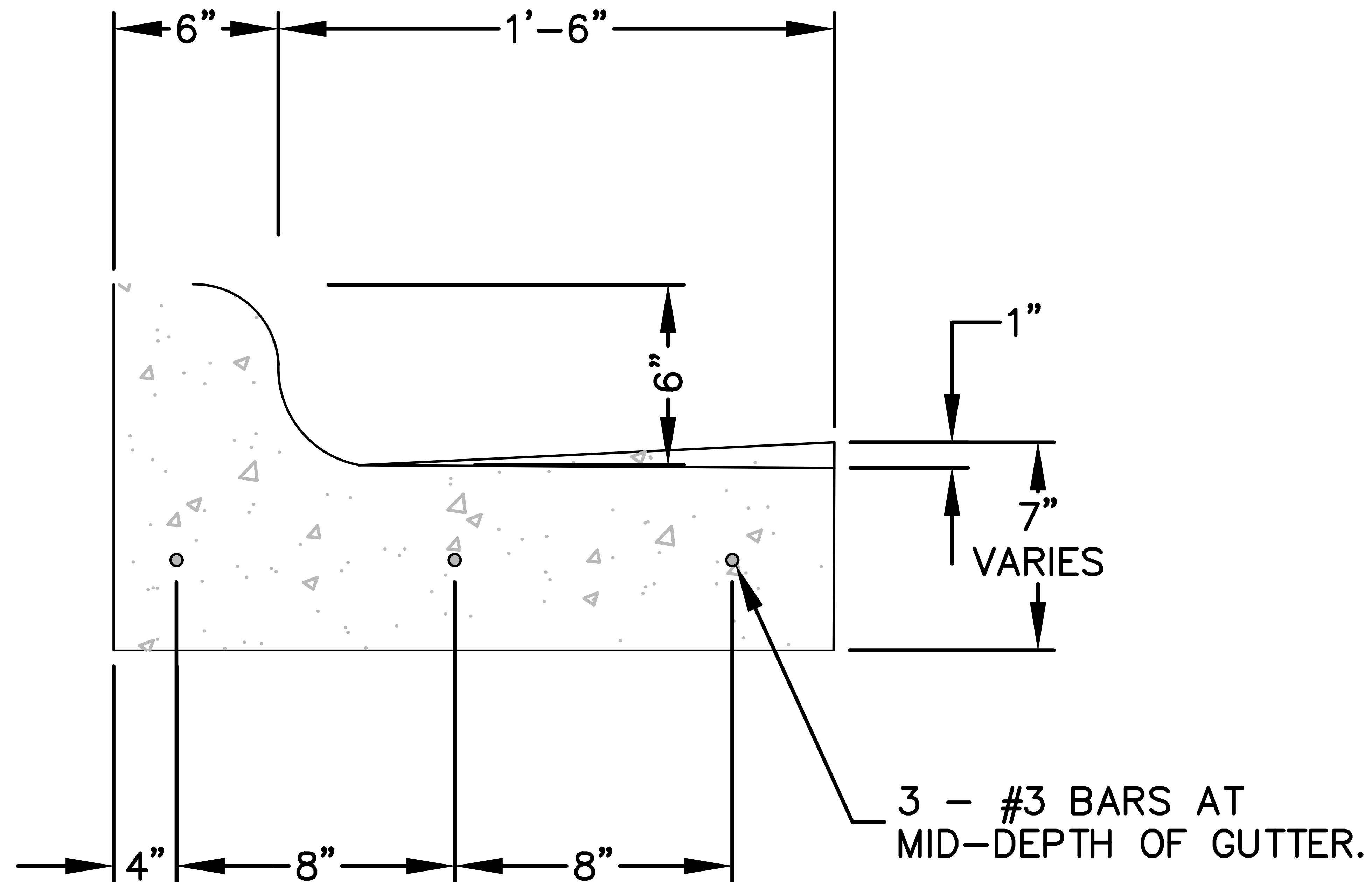


DOWNTOWN REVITALIZATION PROJECT
PROPOSED PAVEMENT IMPROVEMENTS

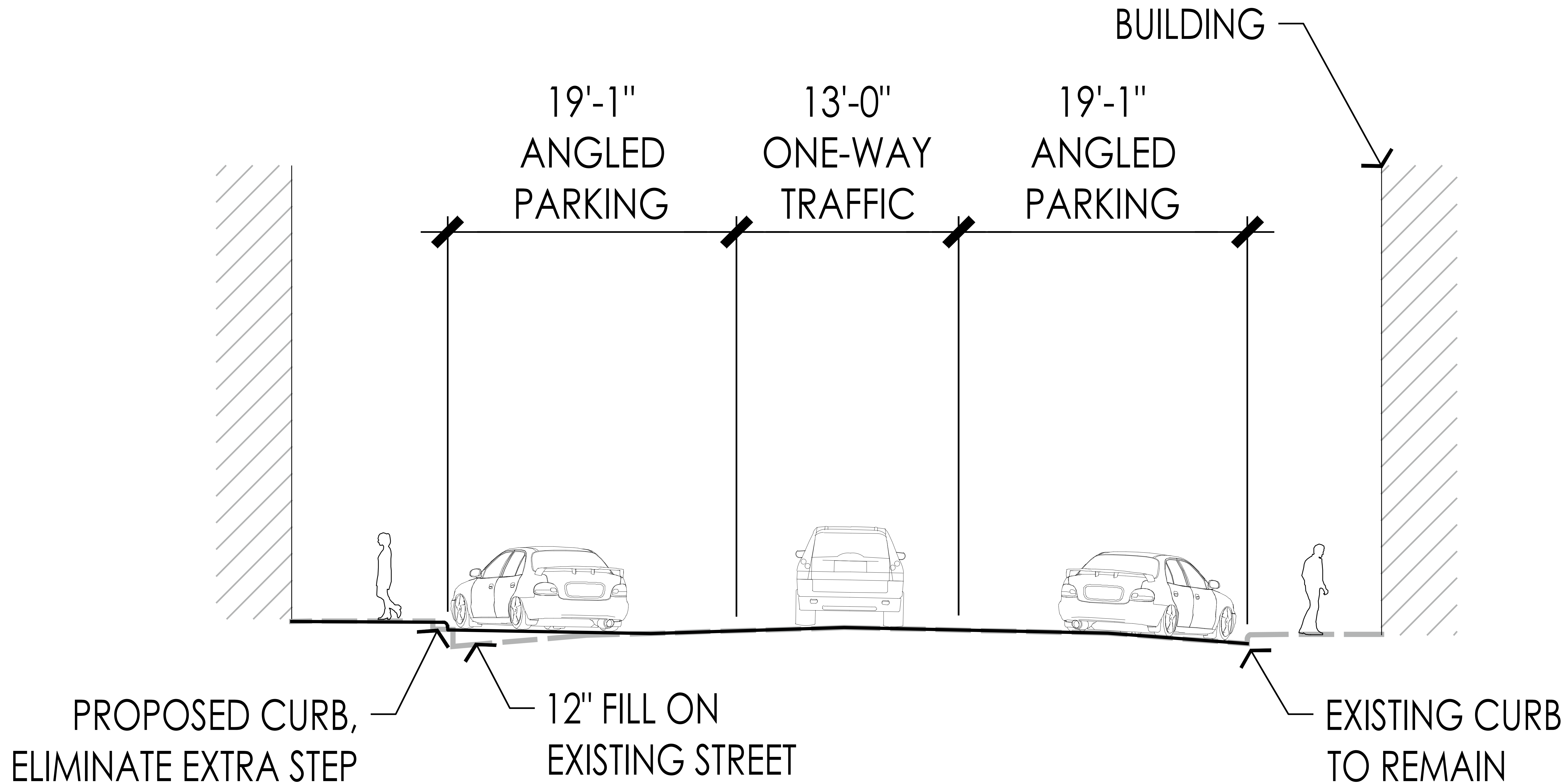
FEBRUARY 2023



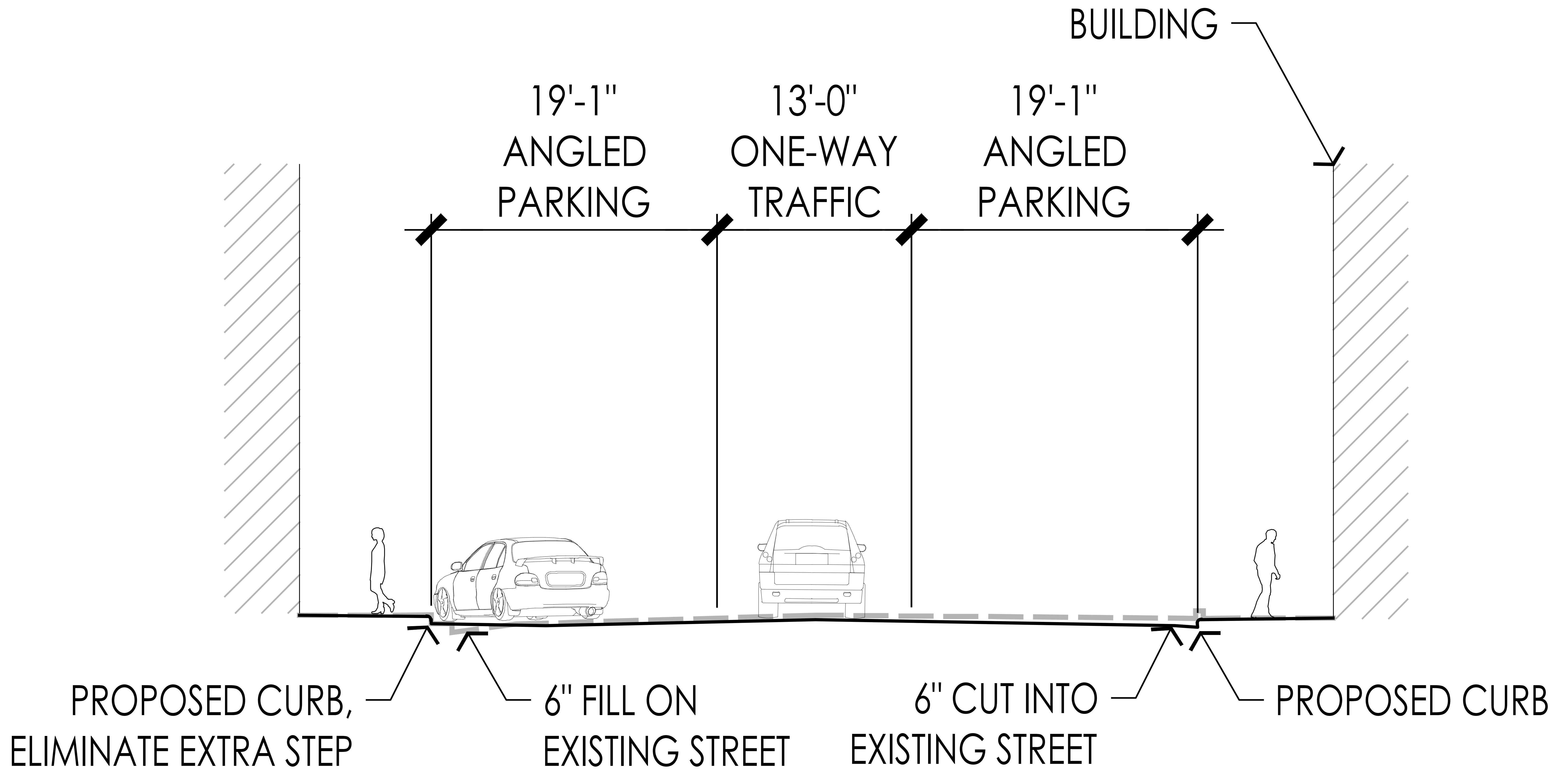












SCHEDULE

DESIGN	JUNE 2022 TO JUNE 2023
30% - COMPLETE	SEPTEMBER 2022
60% - COMPLETE	JANUARY 2023
100%	JUNE 2023
PERMITTING	JUNE TO SEPTEMBER 2023
BIDDING	SEPTEMBER TO DECEMBER 2023
CONSTRUCTION	DECEMBER 2023 TO DECEMBER 2025

NEXT STEPS

SCHEDULE MEETINGS

- PHASING DISCUSSION WITH CONTRACTOR
- FOLLOW UP WITH CALDWELL COUNTY
- FOLLOW UP WITH TXDOT

REVIEW ARBORIST REPORT AND PROVIDE RECOMMENDATIONS

100% DESIGN - JUNE 2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Presentation By Central Texas Refuse regarding solid waste collection activities, programs and 130 Environmental Park.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: CTR will be providing an update regarding solid waste services provided, citizen dropoffs, the new modified residential collection route, and SH130 Environmental Park.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Acceptance of the report.

LIST OF SUPPORTING DOCUMENTS: CTR_COL Council PP Feb 21 2023 END OF CY UPDATE (002)

CITY OF LOCKHART: END OF 2022 UPDATE

February 21, 2023



Historical Background



City of Lockhart

Years of Service: 33

Contract Renewal: June 1, 2021

- **Initial Term: June 1, 2026**
- **Optional 5-year Extension**

Services Provided:

- **Weekly Residential Waste and Single Stream Recycling cart collection**
- **Exclusive Commercial Front Load Dumpster collection to all businesses with the City Limits**
- **Proven Excellent Customer Service Done with Responsiveness and Integrity**



KEY DEVELOPMENTS



- **June 2021: New Contract**
- **June 2021: Free Disposal to Lockhart Residents**
- **August 2021: Audit of Residential Units**
- **June 2021: Base Rate Adjustment- CPI 5% max (Actual 7%)**
- **June 2022: Lockhart Trash Taken to 130 Environmental Park (130 EP)**
- **June 2022: Residential Service Routes Optimization**
Went from 4-day trash service to 3 days (Friday open); Recycle day same
- **September 2022: Partnered with EcoRise to introduce interactive Zero Waste Curriculum to LISD; TEKS-aligned for K-12 Teachers**

CY 2022 vs CY 2021



Avg. Number of Residential Service Units:

- **2021: 4,300**
- **2022: 4,499**
- **2023: ?**

City-wide Cleanups: Spring & Fall

- **2021: 210 Total tons**
- **2022: 237.06 Ttl tons**
- **2023: ?**

CY 2022 vs CY 2021 Cont.



Free Disposal* to Lockhart Residents (Caldwell Co.)

➤ Offered to City Residents - June 2021

2021: Total Disposal Volume (Jun-Dec)= 144 tons (\$26,106)

Avg. volume per month: 20.55 tns

2022: Ttl Disp. Volume= 265 tns (\$51,417)

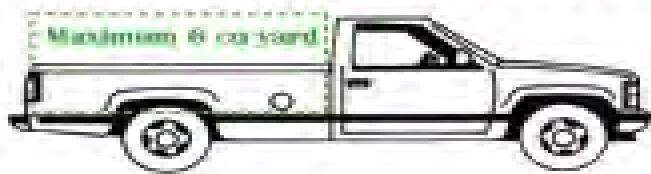
Avg. volume per month: 22.07 tns

➤ Offered to entire Caldwell Co. - September 2022

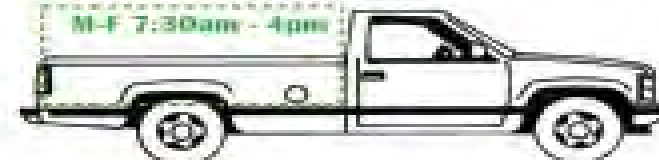
Ttl Disposal Volume (Oct-Dec)=13.34 tns (\$3,600)

Avg. volume per month: 4.44 tns

Enter Environmental Park from Northbound Hwy 183 just past Fm 1185



Trailers 5'W
8'L x 4'H



Introducing our Caldwell County Good Neighbor FREE trash disposal



A GOOD NEIGHBOR & COMMUNITY PARTNER



Community Investment- City Co-Sponsored Events

➤ In-Kind Donation of Trash Services and Disposal:

Downtown Events: \$21,058.15

City Park Events: \$19,958.71

Total: \$41,016.86

***Texas Monthly BBQ Fest: \$12,559.25**

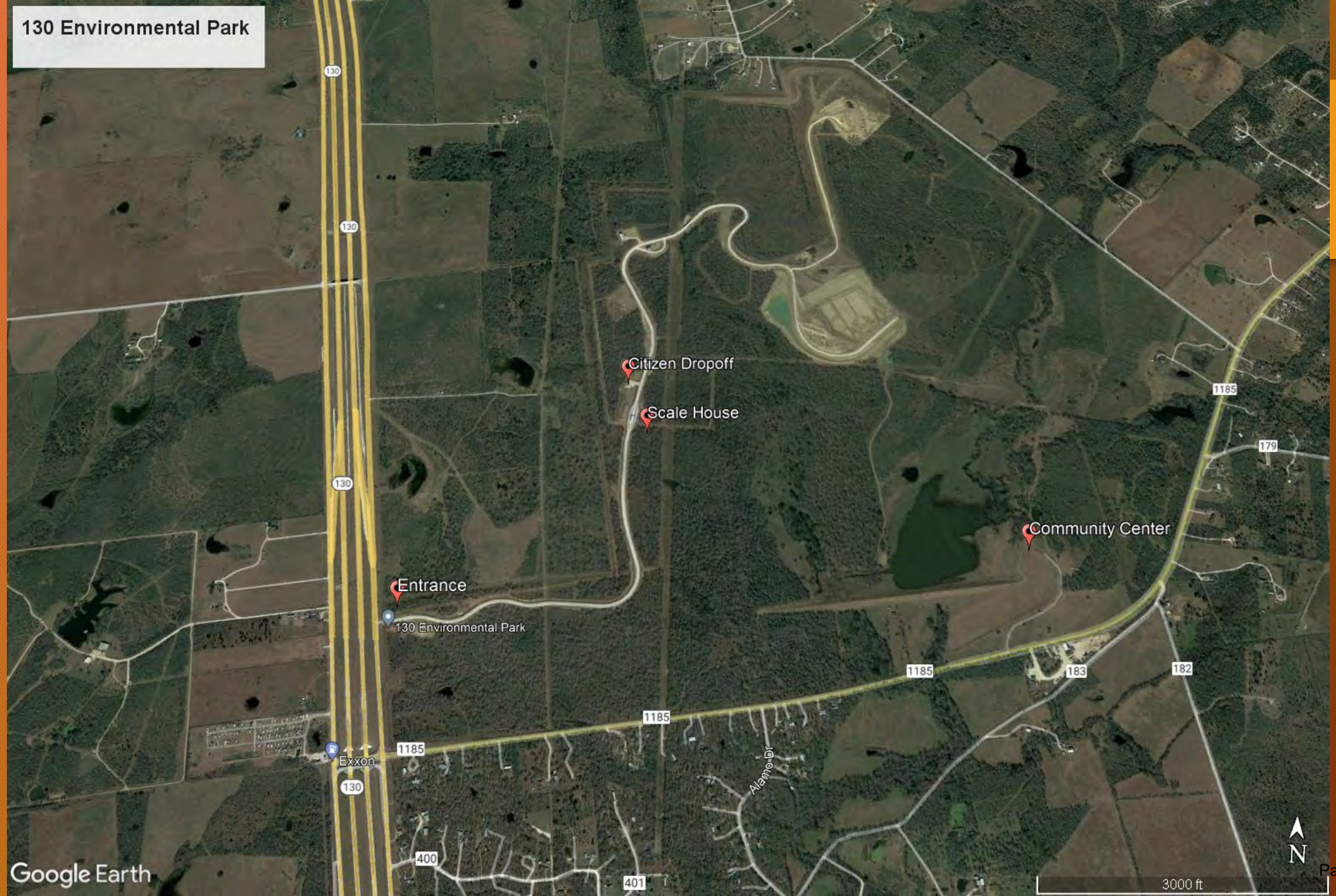
GOOD NEWS



Shared Community Center

- **Received Permit to Begin Construction of 5K sq/ft Facility**
- **Target Date 3rd Quarter 2023**
- **Will Be Available to City Council, Chambers of Commerce, Non-Profits, etc.**

130 Environmental Park









QUESTIONS?



THANK YOU FOR THE OPPORTUNITY



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Presentation by Interim Police Chief Lunsford regarding the 2022 Racial Profiling Report.

ORIGINATING DEPARTMENT AND CONTACT: Police - Kevin Lunsford

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: State law requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops. In addition, State law requires the following:

1. A comparative analysis of the information compiled;
2. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
3. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
4. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches and whether the individual detained consented to the search;
5. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling;
6. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
7. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
8. Location of the stops; and
9. The reason for the stops.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to acknowledge receipt of the 2022 Racial Profiling Report and place it on file.

LIST OF SUPPORTING DOCUMENTS: Cover Letter, Racial Profiling Report, Brazos Technology Data Report, Bias-Based Profiling, Lockhart Policy, State Law Regulating Racial Profile Reporting

CITY OF
Lockhart
TEXAS

February 1, 2023

Honorable Mayor and City Council,

Since 2001 Texas law has required police agencies to gather and report certain statistical data relating to Traffic Contact Reporting, also known as the Racial Profiling Report. This must be done prior to March 1st of each year. By law this data is to be provided to the City Council and filed with the Texas Commission on Law Enforcement (TCOLE). There is no action to be taken on your part.

The law requires that we document how many motor-vehicle stops resulted in a warning, a citation, or an arrest. Of those stops, we must also track the number of searches that occurred and whether the search was with consent or as the result of probable cause. The law further requires that officers receive training about Racial Profiling / Bias Based Policing and that the Department provide information on how to file a complaint of this nature against a police officer. The Racial Profiling Report for 2022 shows that the Lockhart Police Department has complied with all these requirements, as we have continuously done since the law was enacted.

During the analysis of this report, it became apparent that Lockhart Police Officers do not appear to be engaging in bias-based policing. During 2022 calendar year LPD conducted a total of 3,441 traffic stops. Of those there were only 21 stops in which the officer knew the race or ethnicity of the driver prior to making the traffic stop. That is slightly over ½ of a percent. The data reveals that the demographics of individuals stopped was statistically consistent with the demographics of our community. For instance, The US Census Bureau estimates that 52.4% of our population is considered Hispanic compared to LPD traffic stop data that reveals 55% of traffic stops were of Hispanic / Latino drivers. This is within the standard deviation of +/- 3%. The same can be said of Black drivers in which our population estimates are 6.1% and a traffic stop rate of 8.4%, again well within the standard deviation.

Additionally, out of 3,441 stops, only 152 resulted in searches developed from probable cause, violator consent, and other legal methods. 80% of those searches (121 out of 152) revealed contraband such as drugs, alcohol, stolen property, etc. Analysis of this data tells

me that officers are very familiar with the Fourth Amendment and are not, as a matter of course, involved in unreasonable searches and seizures.

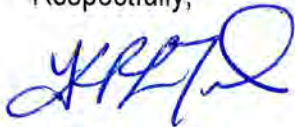
Other information that can be extrapolated from the data is that individuals stopped by Lockhart Police are much more likely to receiving a warning rather than a citation. In 2022, warnings were given in 69% of the traffic stops. This is important to note for those who erroneously might claim our community as a "speed trap" or some other baseless claim. This demonstrates that LPD officers embrace the view that traffic enforcement is to educate the public and gain voluntary compliance with the law. If, during a traffic stop, an officer is convinced that a warning is sufficient to gain that compliance, their job can be completed without summoning the violator to court. An analysis of this data easily shows that our officers are using discretion and that employees do not view traffic stops as a direct or indirect revenue source from the motoring public.

Other important information to glean is that officers are not using unreasonable force in these situations. Of the 3,441 traffic stops, only two resulted in bodily injury from the use of physical force. Additionally, there were zero complaints received against employees for alleged racial profiling violations.

My professional opinion, based on forty-plus years of experience, is that the Lockhart Police Department does a great job of policing this community. I see no evidence of bias-based policing, racial profiling, or heavy handedness. This is about as good of a report as anyone could hope for. I recommend continuing to utilize the electronic ticket writers which are a tremendous asset in data collection for these mandated reports. It would be wise to consider the purchase of additional devices as staffing is brought back to acceptable levels and as older devices wear out. It is also my recommendation that supervisors continue to monitor officers' videos as required by LPD policies and by Accreditation Best Practices.

This 2022 Annual Racial Profiling Report contains copies of the law, our internal policies, and statistical data for motor vehicle contacts in Lockhart. This report has been submitted to, and accepted by, the Texas Commission on Law Enforcement (TCOLE) as required by statute. Again, no action is required on your part.

Respectfully,



Kevin P. Lunsford
Interim Chief of Police

Racial Profiling Report | Full

Agency Name: LOCKHART POLICE DEPT.

Reporting Date: 01/25/2023

TCOLE Agency Number: 055201

Chief Administrator: KEVIN P. LUNSFORD

Agency Contact Information:

Phone: (512) 398-4401

Email: klunsford@ps.lockhart-tx.org

Mailing Address:

214 BUFKIN LN.

LOCKHART, TX 78644

This Agency filed a full report

LOCKHART POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the LOCKHART POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the LOCKHART POLICE DEPT. if the individual believes that a peace officer employed by the LOCKHART POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the LOCKHART POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LOCKHART POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The LOCKHART POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: DANIEL E. WILLIAMS
Lieutenant

Date: 01/25/2023

Total stops: 3441

Street address or approximate location of the stop

City street	2606
US highway	625
County road	15
State highway	176
Private property or other	19

Was race or ethnicity known prior to stop?

Yes	21
No	3420

Race / Ethnicity

Alaska Native / American Indian	11
Asian / Pacific Islander	27
Black	292
White	1213
Hispanic / Latino	1898

Gender

Female	1224
Alaska Native / American Indian	2
Asian / Pacific Islander	4
Black	86
White	486
Hispanic / Latino	646
Male	2217
Alaska Native / American Indian	9
Asian / Pacific Islander	23
Black	206
White	727
Hispanic / Latino	1252

Reason for stop?

Violation of law	305
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	30
White	120

Hispanic / Latino	151
Preexisting knowledge	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3
Moving traffic violation	1978
Alaska Native / American Indian	8
Asian / Pacific Islander	12
Black	162
White	722
Hispanic / Latino	1074
Vehicle traffic violation	1153
Alaska Native / American Indian	1
Asian / Pacific Islander	13
Black	100
White	369
Hispanic / Latino	670
Was a search conducted?	
Yes	152
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	27
White	26
Hispanic / Latino	98
No	3289
Alaska Native / American Indian	10
Asian / Pacific Islander	27
Black	265
White	1187
Hispanic / Latino	1800
Reason for Search?	
Consent	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	3

Hispanic / Latino	3
Contraband	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	2
Probable	126
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	21
White	19
Hispanic / Latino	85
Inventory	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	8
Incident to arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was Contraband discovered?

Yes 121

Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	20
White	21
Hispanic / Latino	79

No 31

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	5
Hispanic / Latino	19

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	1
Yes	0	No	0
Yes	6	No	14
Yes	6	No	15
Yes	5	No	74

Description of contraband

Drugs	94
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	18
Hispanic / Latino	60
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Alcohol	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	27
Hispanic / Latino	2
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Other	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Result of the stop	
Verbal warning	1

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Written warning	2668
Alaska Native / American Indian	7
Asian / Pacific Islander	26
Black	230
White	1013
Hispanic / Latino	1392
Citation	726
Alaska Native / American Indian	4
Asian / Pacific Islander	1
Black	52
White	185
Hispanic / Latino	484
Written warning and arrest	32
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	9
Hispanic / Latino	18
Citation and arrest	14
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	5
Hispanic / Latino	4
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	6
White	9
Hispanic / Latino	16
Violation of Traffic Law	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	2
Violation of City Ordinance	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Outstanding Warrant	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	3

Was physical force resulting in bodily injury used during stop?

Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	3439
Alaska Native / American Indian	11
Asian / Pacific Islander	27
Black	292
White	1212
Hispanic / Latino	1897

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

DATA WAS PULLED OUR TRAFFIC DATA JAN,1 2022-DEC 31, 2022.

Submitted electronically to the



The Texas Commission on Law Enforcement

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops		
		3,441
		3,441

02. Location of Stop		
CITY STREET	75.73%	2,606
COUNTY ROAD	0.44%	15
PRIVATE PROPERTY OR OTHER	0.55%	19
STATE HIGHWAY	5.11%	176
US HIGHWAY	18.16%	625
Total	100.00%	3,441

03. Was Race Known Prior to Stop?		
N	99.39%	3,420
Y	0.61%	21
Total	100.00%	3,441

04. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	0.32%	11
ASIAN/PACIFIC ISLANDER	0.78%	27
BLACK	8.49%	292
HISPANIC/LATINO	55.16%	1,898
WHITE	35.25%	1,213
Total	100.00%	3,441

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.16%	2
	ASIAN/PACIFIC ISLANDER	0.33%	4
	BLACK	7.03%	86

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05 Gender			
FEMALE	HISPANIC/LATINO	52.78%	646
	WHITE	39.71%	486
		100.00%	1,224
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.41%	9
	ASIAN/PACIFIC ISLANDER	1.04%	23
	BLACK	9.29%	206
	HISPANIC/LATINO	56.47%	1,252
	WHITE	32.79%	727
		100.00%	2,217
Total			3,441

06 Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.40%	8
	ASIAN/PACIFIC ISLANDER	0.61%	12
	BLACK	8.19%	162
	HISPANIC/LATINO	54.30%	1,074
	WHITE	36.50%	722
		100.00%	1,978
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	60.00%	3
	WHITE	40.00%	2
		100.00%	5
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.09%	1
	ASIAN/PACIFIC ISLANDER	1.13%	13
	BLACK	8.67%	100
	HISPANIC/LATINO	58.11%	670
	WHITE	32.00%	369

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
		100.00%	1,153
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	0.66%	2
	ASIAN/PACIFIC ISLANDER	0.66%	2
	BLACK	9.84%	30
	HISPANIC/LATINO	49.51%	151
	WHITE	39.34%	120
		100.00%	305
Total			3,441

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.30%	10
	ASIAN/PACIFIC ISLANDER	0.82%	27
	BLACK	8.06%	265
	HISPANIC/LATINO	54.73%	1,800
	WHITE	36.09%	1,187
		100.00%	3,289
Y	ALASKA NATIVE/AMERICAN INDIAN	0.66%	1
	BLACK	17.76%	27
	HISPANIC/LATINO	64.47%	98
	WHITE	17.11%	26
		100.00%	152
Total			3,441

08. Reason for Search?			
CONSENT	BLACK	33.33%	3
	HISPANIC/LATINO	33.33%	3

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08: Reason for Search?			
CONSENT	WHITE	33.33%	3
		100.00%	9
CONTRABAND IN PLAIN VIEW	BLACK	42.86%	3
	HISPANIC/LATINO	28.57%	2
	WHITE	28.57%	2
		100.00%	7
INCIDENT TO ARREST	WHITE	100.00%	1
		100.00%	1
INVENTORY	HISPANIC/LATINO	88.89%	8
	WHITE	11.11%	1
		100.00%	9
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.30%	10
	ASIAN/PACIFIC ISLANDER	0.82%	27
	BLACK	8.06%	265
	HISPANIC/LATINO	54.73%	1,800
	WHITE	36.09%	1,187
		100.00%	3,289
PROBABLE CAUSE	ALASKA NATIVE/AMERICAN INDIAN	0.79%	1
	BLACK	16.67%	21
	HISPANIC/LATINO	67.46%	85
	WHITE	15.08%	19
		100.00%	126
Total			3,441

09: Was Contraband Discovered?			
N	BLACK	22.58%	7

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

09. Was Contraband Discovered?			
N	HISPANIC/LATINO	61.29%	19
	WHITE	16.13%	5
		100.00%	31
Y	ALASKA NATIVE/AMERICAN INDIAN	0.83%	1
	BLACK	16.53%	20
	HISPANIC/LATINO	65.29%	79
	WHITE	17.36%	21
		100.00%	121
Total			152
10. Description of Contraband			
ALCOHOL	BLACK	6.45%	2
	HISPANIC/LATINO	87.10%	27
	WHITE	6.45%	2
		100.00%	31
CURRENCY	HISPANIC/LATINO	100.00%	1
		100.00%	1
DRUGS	BLACK	17.02%	16
	HISPANIC/LATINO	63.83%	60
	WHITE	19.15%	18
		100.00%	94
OTHER	ALASKA NATIVE/AMERICAN INDIAN	9.09%	1
	BLACK	27.27%	3
	HISPANIC/LATINO	36.36%	4

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

II. Description of Contraband			
OTHER	WHITE	27.27%	3
		100.00%	11
STOLEN PROPERTY	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			138

III. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.55%	4
	ASIAN/PACIFIC ISLANDER	0.14%	1
	BLACK	7.16%	52
	HISPANIC/LATINO	66.67%	484
	WHITE	25.48%	185
		100.00%	726
CITATION AND ARREST	BLACK	35.71%	5
	HISPANIC/LATINO	28.57%	4
	WHITE	35.71%	5
		100.00%	14
VERBAL WARNING	WHITE	100.00%	1
		100.00%	1
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.26%	7
	ASIAN/PACIFIC ISLANDER	0.97%	26
	BLACK	8.62%	230
	HISPANIC/LATINO	52.17%	1,392
	WHITE	37.97%	1,013
		100.00%	2,668
WRITTEN WARNING AND ARREST	BLACK	15.62%	5

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11. Result of the Stop			
WRITTEN WARNING AND ARREST	HISPANIC/LATINO	56.25%	18
	WHITE	28.12%	9
		100.00%	32
Total			3,441

12. Arrest Based On			
	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
OUTSTANDING WARRANT	BLACK	37.50%	3
	HISPANIC/LATINO	37.50%	3
	WHITE	25.00%	2
		100.00%	8
VIOLATION OF PENAL CODE	BLACK	19.35%	6
	HISPANIC/LATINO	51.61%	16
	WHITE	29.03%	9
		100.00%	31
VIOLATION OF TRAFFIC LAW	BLACK	20.00%	1
	HISPANIC/LATINO	40.00%	2
	WHITE	40.00%	2
		100.00%	5
Total			46

13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.32%	11
	ASIAN/PACIFIC ISLANDER	0.79%	27
	BLACK	8.49%	292

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

13. Was Physical Force Used?			
N	HISPANIC/LATINO	55.16%	1,897
	WHITE	35.24%	1,212
		100.00%	3,439
Y	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
Total			3,441
Was Arrest Due to Contraband Found?			
N	BLACK	13.79%	4
	HISPANIC/LATINO	58.62%	17
	WHITE	27.59%	8
		100.00%	29
Y	BLACK	35.29%	6
	HISPANIC/LATINO	29.41%	5
	WHITE	35.29%	6
		100.00%	17
Total			46

	LOCKHART POLICE DEPARTMENT	
	Policy 328 Bias-Based Profiling	
	Effective Date: January 1, 2020	Revision Date: December 13, 2021
	Approved: Ernest Pedraza Chief of Police	
Pages 3	<i>KEVIN LUNSFORD</i> <i>INTERIM CHIEF 2/1/23</i> 	

328 Policy Manual

Bias-Based Profiling

328.1 PURPOSE AND SCOPE

The Lockhart Police Department strives to provide law enforcement services to our diverse community with due regard to the racial, cultural or other inherent differences of those we serve. It shall be the policy and practice of this department to provide law enforcement services and to enforce the law equally and fairly without discrimination toward any individual(s) or group. Race, ethnicity or nationality, religion, gender, sexual orientation, economic status, age, cultural group, disability, or affiliation with any other similar identifiable group shall not be utilized as the basis for providing differing levels of law enforcement service or the enforcement of the law.

328.2 DEFINITION

Bias-Based Profiling - Any pattern or practice that includes, but is not limited to, stopping, detaining, frisking, or searching of subjects by police officers based on an individual's race, ethnicity, nationality, religion, gender, sexual orientation, economic status, age, cultural group, disability, or affiliation with any other similar identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Racial Profiling - Bias-based profiling specifically dealing with initiating a law enforcement action based on an individual's race, ethnicity or nationality. (Tex. Code of Crim. Pro. art. 3.05, and 2.132(b) (1)).

328.3 POLICY

Police action must be based upon credible information known to the officer, which leads them to believe that an individual is, has been, or is about to be engaged in activity that is in violation of the law. Any other motivation for such actions is strictly prohibited.

- A. The practice of bias-based profiling shall not be tolerated by the Department.
- B. Officers shall ensure that the stopping, detaining, frisking, and/or searching of residents is based upon solid legal principles that conform to their training in arrest, search, and seizure.
- C. While the practice of racial profiling is strictly prohibited, it is recognized that race or ethnicity may be legitimately considered by an officer in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., subject description is limited to a specific race or group).

328.4 TRAINING

All sworn members of this department will complete all Texas Commission on Law Enforcement (TCOLE) mandated training on the subject of bias-based profiling. All sworn employees are required to receive anti-bias training yearly.

328.5 COMPLIANCE

The Lockhart Police Department will investigate all complaints involving bias-based profiling by any employee as outlined in Policy 902 ([Administrative Investigation Procedures](#)).

328.5.1 DISCIPLINARY ACTION

Officers are not subject to disciplinary action based solely on the statistical data collected as a result of this policy. It is the motivating action(s) and/or inaction(s) of officers that will constitute the basis of any internal disciplinary action.

328.6 REQUIRED DOCUMENTATION

The Lockhart Police Department profoundly rejects the practice of bias-based profiling and attempts to accurately document officer-initiated contacts with the public. Documentation requirements are located in Policy 402 ([Incident Reporting and Documentation](#)).

328.7 ANNUAL REPORT

The Chief of Police shall submit an annual report as required by Tex. Code of Crim. Pro. § 2.132(b) to TCOLE and each governing body served by this agency. Further, unless exempt under Tex. Code of Crim. Pro. art. 2.135, each year prior to March 1, the Chief of Police shall provide to TCOLE and to each governing body served by this agency a report containing an analysis of the information required by Tex. Code of Crim. Pro. art. 2.133 (Tex. Code of Crim. Pro. art. 2.134(b)).

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented

to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the
35

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or

ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

36

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

- (1) a comparative analysis of the information compiled under Article 2.133 to:
 - (A) determine the prevalence of racial profiling by peace officers employed by the agency; and
 - (B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
 - (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
 - (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public

Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

37

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher

education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

38

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating

to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;

and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic

violation as defined by Chapter 522;

39

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [(7)] the date of conviction; and

(9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and

Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate Speaker of the House

40

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote:
Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

41

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle[traffic] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [or] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the

agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [traffic] stops in which a citation is issued and to arrests made as a result of [resulting from] those [traffic] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [person] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or

42

municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[

[(1) "Race] or ethnicity" has the meaning assigned by Article 2.132(a).

[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [each] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [traffic law or ordinance alleged to have been violated or the suspected offense];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [the type] of the contraband or evidence [discovered];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections

(a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized

as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

44

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to

make motor vehicle [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

45

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal

treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT:

CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

46

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as

reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

47

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;

(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [and]

(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and

(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [and]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed

\$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW

ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

(1) this chapter;

48

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;

or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An

offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

49

Racial and Ethnic Designations

(H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following
vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

50

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability

[mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision 51

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a

reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

- (1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];
- (2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and
- (3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial

court may, as applicable:

- (1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;
- (2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

52

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

- (3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

- (2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

- (1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
- (2) it is reasonable to divert the person;
- (3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY

COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

53

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

- (1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;
- (2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and
- (3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

54

otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent

offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

55

(a) The commission shall:

- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
- (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
- (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
- (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
- (5) revise, amend, or change rules and procedures if necessary;
- (6) provide to local government officials consultation on and technical assistance for county jails;
- (7) review and comment on plans for the construction and major modification or renovation of county jails;
- (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
- (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission

orders, and rules

and procedures adopted under this chapter;

(10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;

(11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;

(12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;

(13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;

(14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;

(15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;

(16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:

(A) common issues concerning jail administration;

(B) examples of successful strategies for maintaining compliance with state law and the rules,

56

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including

rules and procedures that require a county jail to:

- (A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
- (B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
- (C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read
57

as follows:

- (d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a

grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by Section 1.07, Penal Code;
- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other
58

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

- (1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and
- (2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this section.

59

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
 - (A) civil rights, racial sensitivity, and cultural diversity;
 - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
 - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
 - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
 - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read 60

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections

(b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

61

relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to

the search; [and]

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance

shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

62

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

63

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal
64

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and

(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discuss Resolution 2023-01 regarding the request of JES Dev Co, Inc. for support from the City of Lockhart for tax credits relative to the construction of 30 affordable senior housing units named Maple Park Manor to be located north of Clearfok Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Jim Markel and Michael P. Ash of JES Development Company, Inc. recently met with the Lockhart City Manager to discuss the proposed construction of 30 senior housing units in Lockhart. A request was made for the city to consider a resolution of support for the development as well as a resolution approving \$250 in local support for the development in the form of a fee waiver. The resolution will be submitted to the Texas Department of Housing and Community Affairs as evidence of local support to increase chances of receiving funding.

The development will be restricted to senior residents and located adjacent to Maple Park Senior Village, a senior apartment complex developed previously by JES Holdings at 1925 Clearfork Street in Lockhart. The proposed building will be a single three-story, elevator-served building and will include 24 1-BR and 6 2-BR units. The one-bedroom units will be approximately 750 square feet while the two-bedroom units will be approximately 880 square feet. The development will include both indoor and outdoor amenities appropriate to the development's residents and size.

TDHCA will issue funding commitments in late July. Assuming JES Holdings is approved for financing, they anticipate starting the plan review process with city staff in the winter of 2023-2024, starting construction in late spring of 2024, and finishing sometime in 2025.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2023-01.

LIST OF SUPPORTING DOCUMENTS: City Support Cover Letter, JES Resume, 2023 Maple Park Manor Development Overview Presentation, Resolution 2023-01



J E S D E V C O , I N C

February 14, 2023

Mr. Steve Lewis
City Manager
City of Lockhart
308 W San Antonio Street
Lockhart, TX 78644

RE: Proposed New Construction of 30 Senior Apartments

Dear Mr. Lewis:

Thank you for taking the time to meet with Jim Markel and myself last week to discuss the proposed new construction of 30 senior housing units we are hoping to build in Lockhart. We are asking the city for a resolution of support for the development as well as a resolution approving \$250 in local support for the development in the form of a fee waiver. The resolutions will be submitted to the Texas Department of Housing and Community Affairs as evidence of local support which will increase our chances of receiving funding.

The development will be restricted to senior residents and is located adjacent to Maple Park Senior Village, a senior apartment complex we developed previously at 1925 Clearfork Street in Lockhart. The building will be a single three-story elevator-served building and will include 24 1-BR and 6 2-BR units. The one-bedroom units will be approximately 750 square feet while the two-bedroom units will be approximately 880 square feet. The development will include both indoor and outdoor amenities appropriate to the development population and size.

TDHCA will issue commitments in late July so we will not know for sure whether we receive the financing until that time. Assuming we are approved for financing, we will start the plan review process with city staff in the winter of 2023-2024, start construction in late spring of 2024, and finish sometime in 2025.

I have attached the following documents for your review:

- A Word document with a draft resolution;
- A PDF with a company resume;
- A PowerPoint deck with information about our company and the development; and a
- PDF of the PowerPoint show.

Please let me know if you have any questions or need any additional information. We will plan on being present at the city council meeting on the 21st to make a presentation and/or answer any questions that may come up about our proposed development.

Thank you very much!

Sincerely,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Michael P. Ash
Development Manager



JES HOLDINGS, LLC

JES Holdings is a privately-held family of companies with over 600 employees. Since our beginning in 1984, our expertise has grown from affordable multi-family and senior housing communities to include skilled nursing care and memory care centers, market-rate apartment and loft communities, historic renovations and market rate independent senior living communities. Our growth is the result of our commitment to creating partnerships through which we strive to serve each client's specific need with integrity, timeliness and unmatched professionalism.



Affordable Equity Partners, Inc. (AEP), founded in 1997, is a financial resources company that provides a full range of services for developers and investors in the Section 42 LIHTC Program.



Fairway Management, Inc. (FWM), founded in 1994, is a property management firm responsible for the maintenance, compliance, marketing and business administration of over 250 developments.



Fairway Construction Co., Inc. (FWC), founded in 1984, is a construction company with expertise in building multi-family and senior housing, skilled nursing care centers and historic renovations for conventional and affordable housing markets.



JES Dev Co, Inc. (JES Dev Co), founded in 1994, develops quality, affordable developments in partnership with community leaders and government officials.

We develop, build, manage and invest in quality housing where our families would be proud to live.

Improving every community we touch is central to what we do every day. Our commitment to local and national philanthropies is no exception. JES Holdings employees embrace a corporate culture in which we extend our partnerships well beyond the real estate, healthcare and financial services industries. Our mission statement and core values inspire us to give back to the communities we are so thankful to be a part of.



LEADERSHIP



Jeffrey E. Smith, *Founder & CEO*

Jeffrey E. Smith, a fifth generation Boone County resident, is the Founder and CEO of JES Holdings, LLC. JES Holdings includes Affordable Equity Partners, Inc., JES Dev Co, Inc., Fairway Construction Co., Inc., Fairway Management, Inc., Capital Health Management, Inc. and JES | Prime Senior Living, LLC. With offices in Columbia and St. Louis, Missouri along with Atlanta, Georgia, this family of companies is dedicated to building quality, affordable and conventional housing across the United States.

With over 30 years of experience in the real estate and housing industries, Mr. Smith has been active with the Low-Income Housing Tax Credit program since the creation of the Tax Reform Act of 1986. He was instrumental in drafting the legislation for the state tax credit in Missouri (1990), Georgia (2000), Oklahoma (2014), South Carolina (2020), Arizona (2021) and Kansas (2022). A recognized leader in the affordable housing industry, Mr. Smith received the first Governor's Award for Excellence in Elderly Housing in Missouri.

Mr. Smith is a veteran who served as a U.S. Army captain and in the Army Reserves. He contributes to numerous charitable, civic and educational organizations including: The Missouri Review Smith Prize for Fiction, Non-Fiction and Poetry, Boys and Girls Club of Columbia, Heart of Missouri United Way, The Food Bank for Central and Northeast Missouri, Arrow Rock Lyceum Theatre and The State Historical Society of Missouri where he serves as a trustee.

The Jeffrey E. Smith Institute of Real Estate & Capital Markets was founded in 2005 and operates within the University of Missouri's Robert J. Trulaske, Sr. School of Business. Mr. Smith is a member of the College of Business' Strategic Development Board, The Herbert J. Davenport Society and recipient of the University's Distinguished Alumni Award.



Walker Smith, *President*

As President of JES Holdings, LLC, Walker Smith focuses on the strategy and day-to-day operations of the company.

Walker began his career in real estate as the founder and CEO of JWS Developments, LLC, where he purchased, renovated, marketed and rented residential real estate. He broadened his experience at The Kroenke Group, a leading U.S. owner and developer of shopping centers and apartments, and at Planigrupo, the largest developer and manager of shopping malls throughout Mexico and Colombia. Prior to joining JES Holdings, Walker worked for Rialto Capital Management, a real estate investment management company in New York City, where he financed commercial real estate through CMBS lending and securitization. He brings these experiences and expertise to his role as President of JES Holdings, LLC.

Walker graduated summa cum laude with a Bachelor of Science in business administration from Babson College. Concentrating in Finance, he was the recipient of the Wallace P. Mors Award which is awarded to the top finance student in the institution.

In addition to volunteering with the United Way, he honors his family's commitment to providing educational opportunities in real estate and finance to students through the Jeffrey E. Smith Institute of Real Estate & Capital Markets. Founded in 2005, the institute operates within the Robert J. Trulaske, Senior College of Business at the University of Missouri.



LEADERSHIP



Will Markel, *Executive Vice President*

For approximately 25 years, Will Markel has held many roles within the family of companies affiliated with JES Holdings, LLC. Today his role provides the financial oversight of Affordable Equity Partners, Fairway Management, Fairway Construction and JES | Prime Senior Living underneath JES Holdings, LLC.

With over a dozen director-level leaders reporting to him, he is responsible for business development, legislative oversight, market evaluation and financial planning. Will has created relationships in several states around the country with investors and development partners in the real estate industry.

Will is involved in his local community through the United Way Leadership Circle and as a member of the Herbert J. Davenport Society at the University of Missouri.



Brian Kimes, *Executive Vice President*

Brian Kimes has worked with JES Holdings since 2000. In his role as Executive Vice President of JES Holdings, LLC, he helps originate investment and development opportunities and manages key developer relationships that JES maintains throughout the United States. Kimes and his team are responsible for analyzing acquisition cost, pre-acquisition due diligence and underwriting. Brian's previous experience at Wells Fargo Bank in loan origination prepared him for his current role. Brian serves on the board of the Georgia Affordable Housing Coalition and the Arizona Housing Coalition and is a member of the Missouri Alliance for Historic Preservation, Texas Affiliation of Affordable Housing Providers and National Council of State Housing Agencies. He is active in the community through his participation in the United Way, Multiple Sclerosis Foundation and his involvement with the

College of Business at the University of Missouri as a member of the Herbert J. Davenport Society.



Christie Haynes, *Vice President*

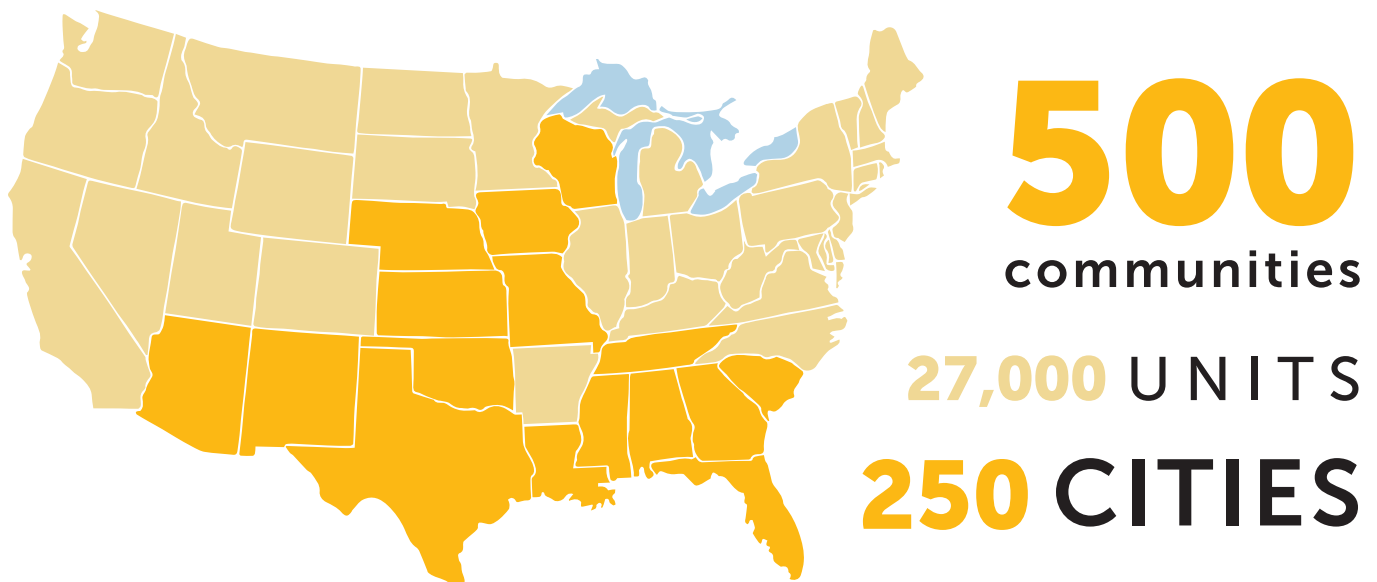
Christie Haynes, Vice President of JES Holdings, LLC, has been a part of the JES team since 2000. Over the years, Christie has held many roles in the JES Holdings family of companies. She is currently responsible for transactions, asset management, dispositions and the management team. Christie is an integral part in maintaining strong relationships with our developers, management companies and investors to ensure success on each project. Ms. Haynes is so proud of her role within the JES Holdings companies that she assisted in creating the Michelle Sharp Outstanding Achievement Award in support of the Cystic Fibrosis Foundation.



AFFORDABLE EQUITY PARTNERS, INC.

Affordable Equity Partners, Inc. provides a full range of investment banking services for those seeking to finance, build, purchase or rehabilitate multi-family housing. Since 1997, AEP has invested in nearly 27,000 homes in 500 communities. We serve the growing need for affordable housing across 16 states in 250 cities. We have successfully syndicated over \$4 billion in tax credits to build or preserve homes for working class families and seniors.

During the construction of these properties, almost 43,000 local jobs were created and over \$3 billion generated in wages for local workers and profits for business owners. These homes continue to create a lasting impact in local communities, while providing their most underserved residents with quality, affordable housing for years to come.



Affordable Equity Partners' ability to offer experience from acquisition to tax credit delivery enables partners to invest with confidence. In order to safeguard investments, AEP's asset management team plays an important role throughout the life of each asset within the AEP portfolio. Asset management is responsible for monitoring each asset from the time of closing at the property level through its disposition following the expiration of the tax credit compliance period.

In addition to providing alternative revenue streams, AEP is able to differentiate itself from competitors by providing a full service platform for its developers to promote exclusivity and solidify long term relationships. Furthermore, when AEP's affiliates are involved in a transaction, more flexibility is allowed in negotiating deal terms and serves as an added risk control measure for transactions.



Dan Torgerson, *Director of Investor Relations*

Daniel L. Torgerson, Director of Investor Relations, has been with Affordable Equity Partners, Inc. since 2004. Dan works with all types of investors, but specializes in insurance company clientele. In his position, he has helped clients achieve federal and state tax savings that exceed \$2 billion dollars.

Before joining AEP, Dan was part of PricewaterhouseCoopers LLP's financial services tax consulting group where he led, or was directly involved with, a team that helped insurance clients and other financial institutions save in excess of \$35 million dollars on their state and local taxes. From 2000 through 2004, he helped author the National Association of Independent Insurers' State Tax Guide, along with reviewing and editing the state taxation section of the Insurance Accounting and Systems Association's Property and Casualty textbook. He has practiced in the multi-state tax area for over twenty-five years and is a guest speaker at numerous events covering a variety of topics concerning tax, accounting, investment and regulatory issues for the insurance industry and others.

Dan graduated from the Carlson School of Management at the University of Minnesota, Minneapolis, with a master's degree in business taxation.

In addition to his work with AEP, Dan had a distinguished career in the United States Army as a structures specialist. He was awarded numerous honors, including two Army Achievement Medals, two Army Commendation Medals, the Good Conduct Medal and several Army Certificates of Achievement.

Dan participates regularly in such organizations as the National Association of Insurance Commissioners, the American Property Casualty Insurance Association, the American Council of Life Insurers and the Federal Bar Association.



Dana Cain, *Controller*

Dana Cain, Controller for all JES operations, has been with Affordable Equity Partners, Inc. for over sixteen years. In her position, she supervises AEP's accounting department and is involved with the analysis of final fund closings and investor financial reporting. Dana and her team work directly with governmental agencies both in Missouri, Georgia and Oklahoma on annual investor reporting.

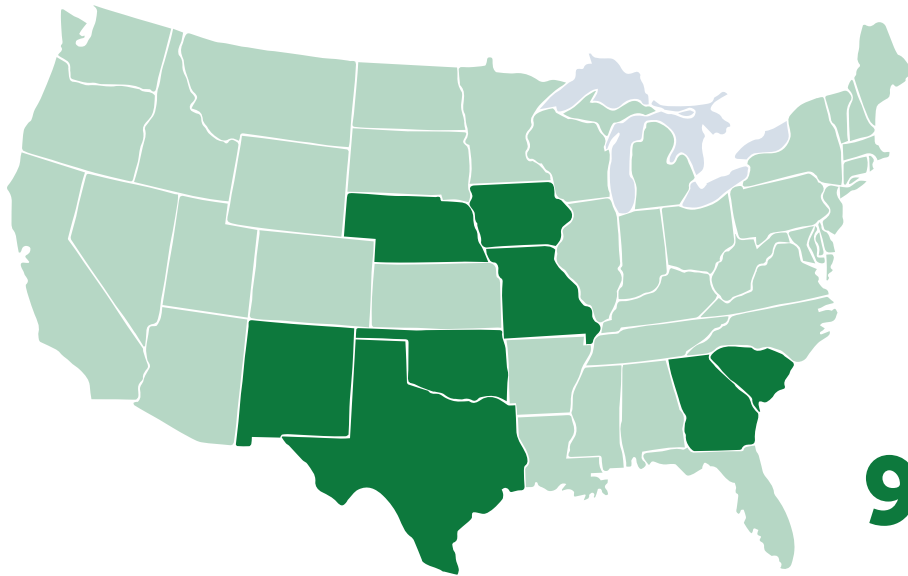
Previously, Dana worked as a Staff Accountant for a local CPA firm in Columbia, Missouri. She has a Bachelor of Science in business administration with emphasis in accounting from Columbia College.

An active philanthropist, Dana previously served as treasurer of Women's Intersport Network for Columbia. She also served as a board member for the Boys & Girls Clubs of Columbia from 2013 to 2016, where she received the Board Member of the Year award in 2015. She has also served on the United Way and Rootin' Tootin' Chili Cookoff committees at JES for the last five years. For the past three years, Dana has also served as a member of a Family Readiness Group for the United States Army.



FAIRWAY MANAGEMENT, INC.

Fairway Management, Inc. provides management, maintenance, compliance and marketing services to a portfolio of over 250 properties with more than 12,200 units including Section 42, Section 8, Section 236, rural development and market rate communities. FWM has over 25 years of experience in affordable housing and provides valuable tax credit management consulting services offering an experienced team of management, accounting and compliance professionals.



250
communities

12,000 UNITS

97.5% Average
Occupancy

FWM minimizes risk and improves investor returns by facilitating aggressive lease-up efforts that begin up to 120 days prior to construction completion. The lease-up team acts as an auxiliary partner to the existing management company to secure residents for occupancy and ensure lease-up compliance. FWM's lease-up efforts protect investors by providing a faster tax credit delivery.

Management Services

Fairway Management offers a comprehensive array of property management services for single family residences, apartment complexes and senior living communities including:

- A/R preparation
- Fee and assessment collection
- Accounts payable processing
- Monthly and YTD financial statements
- Full-time leasing team
- Maintaining compliance according to regulatory requirements
- Routine on-site inspection
- On-site property management and maintenance
- Property management and compliance training
- Marketing literature design and production
 - Brochures and flyers
 - Amenity sheets
 - Direct mail and postcards
 - Property website



Brooke Martin, Vice President of Operations

As vice president of operations for Fairway Management, Brooke Martin is responsible for the company's strategic planning, financial performance and cultivation of relationships with existing and new clients.

Before assuming her current role in 2022, Brooke worked at Wilhoit Properties as the vice president of property management. In this role, she oversaw a large portfolio that covered nine states and was responsible for developing best practices, including policy, procedure and training manuals. She also worked with their acquisition and development teams on bringing new assets to the company. Prior to this position, Brooke gained experience in the industry as a regional manager for Fairway

Management. She has also worked in compliance and as a marketing director in her past.

Outside of work, Brooke enjoys involving herself in her community. One role she has held was board member of the Springfield Apartment & Housing Association where she served several committees, including training and homeless alliance.



Shey Justice, Executive Director of Leasing

Shey Justice joined the JES Holdings family of companies in February 2013, as the director of leasing. She brings over 15 years of housing and construction experience, acquired from her diverse career in the traditional, agricultural, manufactured and commercial housing industries. She received a Bachelor of Design degree from Kent State University and is an award-winning marketing manager, receiving first place for Best 60-Second Commercial and Website Developer from Georgia's OBIE Awards.

As the executive director of leasing, Shey uses a creative-team approach to managing the leasing staff. Shey and her team develop and implement strategic marketing plans, coordinate community outreach efforts and in conjunction with the marketing department, create advertising and media pieces utilizing all media outlets.

Ms. Justice works with the Georgia Canine Rescue and Rehabilitation, Inc., a non-profit organization that focuses on the rescue, rehabilitation and rehoming of dogs.



Michele Young, Director of Compliance

Fairway Management Director of Compliance Michele Young joined Fairway Management in 2012 and has been a valued employee ever since. She began as a property manager and then was a senior property manager and Education Coordinator before being promoted to her current position as Director of Compliance in 2022. As Director of Compliance, Young oversees the Fairway Management affordable housing compliance in all states we operate in. Young is also a Housing Credit Certified Professional.

Michele attended Buena Vista University in Storm Lake, Iowa where she graduated with a Bachelor of Arts degree.

Michele is also involved with a local breast cancer awareness group and hosts an annual fundraiser to raise money for local women who have been diagnosed with breast cancer.



Becki Wells, *Executive Regional Director*

Fairway Management Executive Regional Director Becki Wells joined Fairway Management in 2009 and has been a valued employee ever since. She began as a property manager and then was a senior property manager and regional property manager before being promoted to her current position as executive regional director in 2022.

Under Wells' leadership as a regional manager, her region reached a record of 99% occupancy, which had never been done before. As executive regional director, Wells oversees the Fairway Management teams in Missouri, Texas, Oklahoma, Iowa, Nebraska and New Mexico. Wells is also a Housing Credit Certified Professional.

In addition to her dedication to her work, Wells also commits herself to philanthropy. Wells has been a JDRF Foundation coordinator since 2007. She works to help increase fundraising for the charity to aid in finding a cure for Type 1 diabetes.



Eric Stout, *Executive Regional Director*

In 2022, Eric Stout became a Fairway Management executive regional director after many years of experience in the industry. He began in 2010 as a leasing specialist for Affordable Equity Partners and then became a senior leasing specialist in 2012. In these roles, Stout helped to develop and lead teams to many successful lease-ups in the affordable property industry. In 2014, Stout became a compliance auditor for Fairway Management and then a regional manager in 2015. In his current role as executive regional director, Stout manages Fairway Management's portfolio of properties and managers in Georgia and South Carolina.

Before beginning his work in the affordable property industry, Stout attended the University of Missouri in Columbia, Missouri, and graduated with a Bachelor of Arts in interdisciplinary studies with an emphasis in peace studies.

Property	City	State	Units	Resident Type
1912 Bunn Building	Waycross	GA	46	Family
A.L. Miller Village	Macon	GA	71	Family
Anthony Arms	Macon	GA	61	Family
Artesia Properties	Artesia	NM	40	Senior
Ash Place	Nevada	MO	40	Senior
Ashton Village	St. Louis	MO	120	Family
Azalea Senior Village	Hoschton	GA	65	Senior
Azalea Senior Village II	Hoschton	GA	50	Senior
Aztec Properties	Aztec	NM	40	Senior
Aztec Properties II	Aztec	NM	30	Senior
Baldwin Park	Milledgeville	GA	56	Senior
Baltimore Meadows	Kirksville	MO	48	Senior
Barkley Estates	Albany	GA	65	Family
Bear Creek Village	Lovejoy	GA	70	Senior
Bethel Ridge	Columbia	MO	42	Senior
Bethel Ridge II	Columbia	MO	42	Senior
Bluff View Senior Village	Crandall	TX	48	Senior
Branson Christian County	Nixa	MO	48	Family
Branson Christian County II	Nixa	MO	56	Family
Briarwood Apartments	Cameron	MO	24	Family
Briarwood Estates	Cameron	MO	24	Senior
Brushy Creek	Easley	SC	60	Senior
Camelot Place	Ruidoso	NM	71	Family
Cameron Manor	Cameron	MO	20	Family
Cameron Properties	Cameron	MO	26	Family
Cameron Villa	Cameron	MO	32	Family
Campbell Place	Camilla	GA	52	Senior
Caney Heights	Kingsland	GA	28	Family
Canterbury Park	St. Peters	MO	66	Senior
Chapel Hill Commons	Jefferson City	MO	44	Senior
Chapel Hill Commons II	Jefferson City	MO	44	Senior
Chapel Hill Commons III	Jefferson City	MO	52	Senior
Charbonier Manor	Florissant	MO	72	Family
Compton Heights (C&C)	Potosi	MO	12	Family
Connors Senior Village	Villa Rica	GA	60	Senior
Connors Senior Village II	Villa Rica	GA	60	Senior
Cottages at Baynes Creek	Greensboro	GA	50	Senior
Creekview Commons	Americus	GA	50	Senior
Crystal City/Festus	Festus	MO	40	Family
D.A. Holmes	Kansas City	MO	46	Senior
DA Holmes II	Kansas City	MO	42	Senior
Delaware Duplexes	Joplin	MO	20	Family

Property	City	State	Units	Resident Type
Ebenezer Creek Crossing	Springfield	GA	54	Family
El Dorado Springs Estates	Eldorado Springs	MO	24	Senior
Essex Place	Monett	MO	8	Family
Evergreen Terrace	Kansas City	MO	50	Senior
Evermore Senior Village	Snellville	GA	86	Senior
Excelsior Springs Properties	Excelsior Springs	MO	24	Senior
Fairgrounds	Laurens	SC	42	Senior
Flint Ridge	Albany	GA	54	Family
Ford Lofts	Joplin	MO	37	Family
Forest Station	Forest Park	GA	60	Senior
Forrester Senior Village	Leesburg	GA	50	Senior
Foxwood Senior Village	Washington	GA	44	Senior
Frisco Senior Village	Bolivar	MO	42	Senior
Frisco Senior Village II	Bolivar	MO	42	Senior
Gateway Villas	Troy	MO	40	Family
Gentemann Manor	O'Fallon	MO	60	Senior
Gentemann Manor II	O'Fallon	MO	60	Senior
Gentemann Manor III	O'Fallon	MO	42	Senior
Gentry Estates	Columbia	MO	42	Senior
Gentry Estates II	Columbia	MO	48	Senior
Greystone Place	Neosho	MO	31	Senior
Grinnell Estates	Grinnell	IA	24	Senior
Grove Gardens	Atlanta	GA	70	Senior
Hampton Court	Hampton	GA	60	Senior
Hamptons of Neosho	Neosho	MO	64	Family
Hanley Crossings (Metro @ 70)	St. Louis	MO	208	Family
Hanover Estates	Columbia	MO	48	Senior
Hanover Estates II	Columbia	MO	4	Senior
Hanover Estates III	Columbia	MO	4	Senior
Hanover Gardens	Columbia	MO	18	Family
Hanover Manor	Columbia	MO	12	Senior/Market Rate
Hanover Place	Columbia	MO	12	Senior
Hanover Village	Columbia	MO	4	Family
Harrisonville Heights	Harrisonville	MO	48	Senior
Harrisonville Meadows	Harrisonville	MO	24	Family
Harrisonville Properties I	Harrisonville	MO	24	Senior
Harrisonville Properties II	Harrisonville	MO	24	Senior
Harristown Park	Covington	GA	60	Senior
Havenwood Camellia	North Augusta	SC	40	Senior
Havenwood Cartersville	Cartersville	GA	50	Family
Havenwood Daisy Senior	Cochran	GA	60	Senior
Havenwood Gardens	Cochran	GA	50	Family

Property	City	State	Units	Resident Type
Havenwood Grove Senior	Locust Grove	GA	56	Senior
Havenwood Springs	Albany	GA	122	Family
Heritage Pointe	Douglas	GA	52	Family
Hickory Hollow	Wentzville	MO	37	Family
Hidden Glen	Salado	TX	50	Senior
Higginsville Estates	Higginsville	MO	24	Senior
Highlander Senior Village	Bulverde	TX	66	Senior
Hillman Place II	O'Fallon	MO	56	Senior
Hillmann Place	O'Fallon	MO	42	Senior
Holts Summit Square	Holts Summit	MO	48	Family
Horizon Senior Village	Grovetown	GA	68	Senior
Ironton Estates	Ironton	MO	24	Senior
Jennings Place III	Jennings	MO	54	Senior
Kearney Estates	Kearney	MO	24	Senior
Kearney Properties II	Kearney	MO	16	Senior
King's Grant	Kingsland	GA	60	Family
Kingstown Gardens	Thomson	GA	65	Senior
Kirksville Gardens	Kirksville	MO	42	Family
Lackland Plaza	St. Louis	MO	80	Family
Lake Ozark Village	Lake Ozark	MO	24	Senior
Lakeview Senior Gardens	Eatonton	GA	48	Senior
Lakewood Hills Senior Village	Athens	GA	74	Senior
Lebanon Properties I	Lebanon	MO	24	Senior
Lebanon Properties II	Lebanon	MO	24	Senior
Lebanon Properties III	Lebanon	MO	24	Senior
Legacy Villas	Eastman	GA	60	Senior
Live Oak Landing	Savannah	GA	70	Senior
Live Oak Landing II	Savannah	GA	54	Family
Live Oak Villas Phase I	Midway	GA	60	Family
Lofts at Landmark	St. Joseph	MO	45	Family
Longleaf Senior Village	Aiken	SC	50	Senior
Magnolia Trace	Martinez	GA	50	Family
Maple Park Senior Village	Lockhart	TX	56	Senior
Mary-Leila Lofts	Greensboro	GA	71	Family
Maryville Meadows	Maryville	MO	48	Family
Maryville Properties	Maryville	MO	24	Family
McIntosh Woods	Newnan	GA	96	Family
McRae-Helena Estates	McRae-Helena	GA	48	Family
Meadowood Estates	O'Fallon	MO	60	Senior
Memorial Hills	Joplin	MO	54	Senior
Memorial Hills II	Joplin	MO	54	Senior
Mexico Meadows	Mexico	MO	64	Family

Property	City	State	Units	Resident Type
Mockingbird Estates	Stillwater	OK	72	Senior
Monett Meadows	Monett	MO	48	Family
Myrtle Terraces	Gainesville	GA	84	Senior
Myrtle Terraces II	Gainesville	GA	76	Senior
Neosho Meadows	Neosho	MO	36	Family
Neosho Villas	Neosho	MO	64	Family
Nevada Estates	Nevada	MO	24	Senior
Nevada Manor	Nevada	MO	24	Family
Newton Place	Neosho	MO	15	Senior
North Hampton Place	Columbia	MO	36	Family
North Hampton Place II	Columbia	MO	15	Family/Market Rate
North Hampton Village	Columbia	MO	48	Family
Norwich Commons	Brunswick	GA	52	Family
Oak Grove Estates	Oak Grove	MO	20	Senior
Oak Grove Place	Oak Grove	MO	12	Family/Market Rate
Oak Grove Properties	Oak Grove	MO	24	Family
Oak Grove Villa Apartments	Oak Grove	MO	17	Senior
Oak Tree Apartments (Glenfield)	St. Louis	MO	140	Family
Oakleaf Senior Residences	Lancaster	SC	50	Senior
Osceola Estates	Osceola	IA	24	Family
Palmer Place Senior Apartments	Independence	MO	41	Senior
Park Avenue Estates	Yukon	OK	92	Senior
Park Meadows	Rolla	MO	48	Senior
Park Place II	Carrollton	GA	42	Senior
Park Place of Carrollton	Carrollton	GA	70	Senior
Park Place Senior Apartments	Rolla	MO	48	Senior
Park Senior Village	Leesburg	GA	50	Senior
Parkview Terrace	Kirksville	MO	48	Family
Parkview Towers	University City	MO	156	Senior
Pateville Estates	Cordele	GA	76	Family
Peach Tree Place	St. Joseph	MO	64	Senior
Peaks of Cornelia	Cornelia	GA	80	Family
Peaks of Dawsonville	Dawsonville	GA	80	Family
Peaks of Oakwood	Oakwood	GA	84	Family
Perry Place	Brunswick	GA	56	Family
Pine Meadows	Douglas	GA	60	Senior
Pine Ridge Estates	Bainbridge	GA	40	Family
Pineview Trace	Vienna	GA	50	Family
Platte City Properties	Platte City	MO	24	Family
Pleasant Hill Properties	Pleasant Hill	MO	24	Senior
Pointe North Senior Village	Albany	GA	59	Senior
Pointe North Village II	Albany	GA	46	Senior

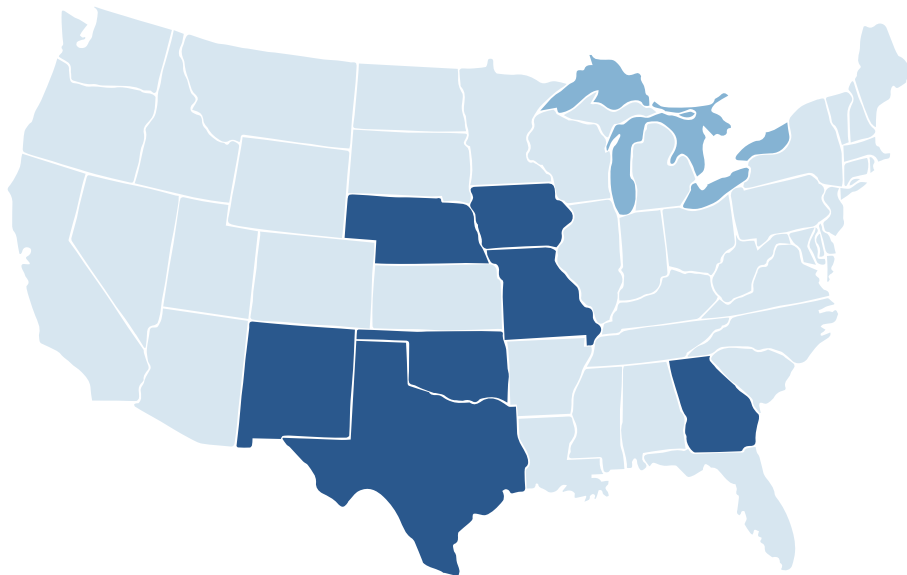
Property	City	State	Units	Resident Type
Pointe North Village III	Albany	GA	54	Family
Portales Estates	Portales	NM	44	Senior
Portales Properties	Portales	NM	32	Family
Potemkin Senior Village II	Warner Robins	GA	52	Senior
Radcliffe Manor	Charleston	SC	63	Senior
Red Oak Village	Stockbridge	GA	60	Senior
Regency House	Independence	MO	50	Senior
Regency Manor	Independence	MO	36	Senior
Renaissance Park	Hinesville	GA	42	Senior
Residences at Liberty Place	Liberty	MO	42	Senior
Residences of Jennings Place II	Jennings	MO	54	Senior
Ribaut Senior Village	Beaufort	SC	49	Senior
Richmond Manor	Richmond	MO	36	Senior
Richmond-Hardin Partnership	Richmond	MO	32	Family
Ridgefield Place	Bainbridge	GA	43	Family
River Bluff Manor	St. Louis	MO	46	Senior
Riverbend Estates	Washington	MO	42	Senior
Riverbend Estates II	Washington	MO	42	Senior
Riverwood Commons	Bastrop	TX	36	Senior
Riverwood Commons II	Bastrop	TX	36	Senior
Romana-Riley Lofts	Savannah	GA	57	Senior
Sawmill Landing	Pembroke	GA	60	Family
Scenic Meadows	Springfield	MO	60	Senior
Sedalia Heights	Sedalia	MO	48	Family
Sedalia Villa	Sedalia	MO	36	Senior
Settlement Estates	Bastrop	TX	70	Senior
Sidney Properties	Sidney	NE	24	Family
Silverwood Place	Rincon	GA	48	Senior
Sinclair Estates	Columbia	MO	40	Senior
Sinclair Estates II	Columbia	MO	40	Senior
Smithville Properties	Smithville	MO	48	Senior
Socorro Properties	Socorro	NM	32	Family
Southwestern Estates	Americus	GA	64	Family
St. Peter's Villa	St. Peters	MO	54	Senior
Stockton Estates	Stockton	MO	12	Senior
Sunridge Meadows	Festus	MO	60	Senior
Sutton Terrace	Clarksville	GA	72	Family
Swope Parkway Estates	Kansas City	MO	67	Senior
The Residences at Jennings Place	Jennings	MO	54	Senior
The Residences at Newnan Crossing	Newnan	GA	74	Senior
The Village at Walkers Bend	Covington	GA	32	Family
The Village at Winding Road	St. Mary's	GA	50	Senior

Property	City	State	Units	Resident Type
The Village at Winding Road II	St. Mary's	GA	70	Family
The Village on 5th	Augusta	GA	54	Senior
The Vineyard	Warrensburg	MO	36	Senior
Tifton Estates	Tifton	GA	34	Family
Timber Creek	Lebanon	MO	36	Family
Towne Park Commons	Rincon	GA	60	Family
Townsend Wall	St. Joseph	MO	47	Family
Troy Estates	Troy	MO	24	Senior
Troy Villa	Troy	MO	64	Family
Valley Southwest Apartments	Marshall	MO	48	Family
Vandeventer Place	St. Louis	MO	54	Senior
Vandeventer Place II	St. Louis	MO	42	Senior
Village of Ben Hill	Fitzgerald	GA	50	Family
Vinings Senior Village	Smyrna	GA	48	Senior
Walnut Park	Sapulpa	OK	50	Senior
Ware Hotel	Waycross	GA	35	Family
Washington Estates	Tennille	GA	54	Family
Washington Estates II	Tennille	GA	40	Family
Waynesboro Senior Homes	Waynesboro	GA	39	Senior
Waynesboro Senior Homes II	Waynesboro	GA	43	Senior
Weatherby Ridge	Macon	MO	36	Senior
Weathered Rock	Jefferson City	MO	40	Family
Weathered Rock II	Jefferson City	MO	40	Family
Wellington Pointe	St. Joseph	MO	48	Senior
West Haven II	Tifton	GA	48	Family
Westchester Village of Oak Grove	Oak Grove	MO	33	Family
Westchester Village of St. Joseph	St. Joseph	MO	60	Senior
Westover Senior Village	Albany	GA	46	Senior
Whittington Estates	St. Joseph	MO	40	Senior
Wilshire Hills	Lee's Summit	MO	66	Senior
Wilshire Hills II	Lee's Summit	MO	42	Senior
Windwood Estates	St. Joseph	MO	48	Senior
Wisteria Place	Newnan	GA	120	Senior
Wisteria Place of Hamilton Mill	Buford	GA	100	Senior
Wisteria Place of Mableton	Mableton	GA	104	Senior
Woodbine Meadows	St. Joseph	MO	48	Senior
Woodbury Place	O'Fallon	MO	42	Senior
Woodbury Place II	O'Fallon	MO	42	Senior
Woodcrest Villas	Troy	MO	60	Family
Wyndham Park	St. Peters	MO	60	Senior
Wyndham Park II	St. Peters	MO	54	Senior
Wyndham Park III	St. Peters	MO	42	Senior



FAIRWAY CONSTRUCTION CO., INC.

Fairway Construction Co., Inc. was founded in 1984 to provide construction services for JES Holdings, LLC. Throughout the years, Fairway Construction's expertise has grown from building affordable multi-family housing communities to include the construction of skilled nursing care centers, market-rate apartment communities, residential lofts, the rehabilitation of historic properties and conventional senior memory care facilities. Due to our reputation for consistently completing quality developments on time and within budget, FWC has expanded to add third-party construction developments and provides project management and consulting services for numerous developers. FWC offers a wide range of services to assist our clients from pre-construction through completion.



200
communities
8,240 NEW
UNITS

Since 1984, Fairway Construction Co., Inc. has emerged as a leading contractor in the affordable housing industry. The quality of our product reflects our commitment to excellence and efficiency.

Our experienced management team is focused on developing budgets, valued engineering and development schedules to provide coordination and supervision to assure maximum value to our customers. FWC also prequalifies subcontractors and analyzes, estimates and establishes cash flow projections. We continue to utilize industry leading products and concepts that are economical and efficient to construct quality communities.

FWC has constructed over 200 projects across a seven-state portfolio, with a completed value in excess of \$2 billion. FWC's success is evident in the exemplary work that has been performed on both rehabilitations and 8,240 newly constructed units.



Tim Stanley, Vice President of Operations

Tim Stanley joined the Fairway Construction team as a project manager in 2018 and was promoted to Vice President of Operations in 2019. In this role, he focuses on the general operations and personnel management of Fairway Construction.

Tim graduated from the University of Florida's building construction program and is a licensed general contractor in the state of Florida. Tim brings almost 20 years of previous experience in the construction industry to his role with Fairway Construction. Tim has also owned and operated his personal construction business since 2004. In his work, Tim prioritizes developing strong and long-lasting relationships with clients and completing quality projects on time and in budget.



Brian Parr, Director of Construction

As Director of Construction, Brian Parr leads and oversees Fairway Construction's project managers and project coordinators. Brian joined FWC in June of 2012 as a senior project manager and was promoted to his current role in 2019. With more than 15 years of previous experience in the construction industry, Brian brings a wealth of knowledge in architectural design, land development and contract administration to the FWC team and is a licensed general contractor within the state of Georgia.

Before joining FWC, Brian held design and management positions with a general contractor in the St. Louis region specializing in single and multi-family residential developments. He is a graduate of the University of Missouri with a Bachelor of Science degree in environmental design. He currently resides in Columbia, Missouri and is an active member within the Knights of Columbus council. Outside of work, Brian enjoys live music, architecture, watching the St. Louis Cardinals and all things Mizzou.



PORTFOLIO

Property	City	State	Developer	Year Complete
Azalea Senior Village	Hoschton	GA	Piedmont Housing Group, LLC	2020
Baldwin Park	Milledgeville	GA	Baldwin Park, LP	2010
Baltimore Meadows	Kirksville	MO	TerraVest Development Corp.	2018
Barkley Estates	Albany	GA	Albany Homes, L.P.	2008
Bear Creek Village	Lovejoy	GA	LEDIC Realty Management, LLC	2020
Bethel Ridge I	Columbia	MO	Bethel Ridge, L.P.	2008
Bethel Ridge II	Columbia	MO	Bethel Ridge II, LP	2010
Bluff View Senior Village	Crandall	TX	JES Dev Co, Inc. and Kusa Estrada d/b/a Trinity Realty	2018
Callaway Villa	Holt Summit	MO	Holts Summit Square , LP	1995
Camelot Place Retaining Walls			Camelot Place, L.P.	2009
Cameron Manor Addition	Cameron	MO	J & R Associates, LP	2001
Cameron Properties	Cameron	MO	Cameron Properties, LP	1995
Cameron Villa	Cameron	MO	Cameron Villa, LP	1995
Campbell Place	Camilla	GA	Campbell Place LP	2016
Canterbury Park	St. Peters	MO	Canterbury Park, L.P.	2002
Carrington Square Phase I	Pooler	GA	Sav. Hsg. Partners II, LLC	2006
Carrington Square Phase II	Pooler	GA	Sav. Hsg. Partners II, LLC	2007
Carrollton Villa Rehab	Carrollton	MO	Carrollton Villa, LP	2000
Chapel Hill Commons	Jefferson City	MO	Chapel Hill Commons, LP	2007
Cliffview Pointe	Potosi	MO	C & C, LP	2001
Colony Plaza Rehab	Excelsior Springs	MO	Colony Plaza, LP	2000
Conners Senior Village	Villa Rica	GA	Conners Sr. Village, L.P.	2012
Conners Senior Village Phase II	Villa Rica	GA	Conners Sr. Village II, LP	2014
Country Club Care Center	Warnesburg	MO	Country Club Properties, LC	1996
Country Club Plaza II Rehab	Springfield	MO	NEF	2002
Country Club Village Rehab	Springfield	MO	Country Club Village, LP	2000
Creekview Commons	Americus	GA	Creekview Commons, LP	2014
Crestview Village Office	Kankakee	IL	Crestview Pres. Assoc. Partn.	2006
Crestview Village Rehab	Kankakee	IL	Crestview Pres. Assoc. Partn.	2006
Crestview Village Rehab	Liberty	MO	NEF	2002
Cross Creek at Lee's Summit	Lee's Summit	MO		2017
Crown Care Center	Harrisonville	MO	Crown Properties, LC	1997
Crown Care Rehab	Harrisonville	MO	Crown Care Properties, L.P.	2008
D. A. Holmes Sr. Apts.	Kansas City	MO	DA Holmes Development, LP	2004
Deerfield Village Rehab	Carthage	MO	Deerfield Village, LP	2000
Evergreen Terrace	Kansas City	MO	DLS Historic Developer IV, LLC	2020
Evermore Senior Village	Snellville	GA	Peachtree Housing Communities, LLC	2019
Fairfield Senior Village	Winnsboro	SC	Piedmont Housing Group, LLC	2020
Fairgrounds Sr. Village	Laurens	SC	Fairgrounds Sr. Village, LP	2013



PORTFOLIO

Property	City	State	Developer	Year Complete
The Residences at Forest Park Hotel	St. Louis	MO	FPA Investments, L.P.	2003
Foxwood Sr. Apts.	Washington	GA	Foxwood Sr. Apts., L.P.	2014
Frisco Senior Village	Bolivar	MO	Parker Development, LLC	2020
Gateway Villas	Troy	MO	Gateway Villas, LP	1997
Gentemann Manor I	O'Fallon	MO	Gentemann Manor, LP	2005
Gentemann Manor II	O'Fallon	MO	Gentemann Manor II, LP	2007
Gentemann Manor III	O'Fallon	MO	Gentemann Manor III, LP	2010
Gentry Estates	Columbia	MO	Gentry Estates, LP	2013
Gentry Estates II	Columbia	MO	Gentry Estates II LP	2016
Glenwood Manor Rehab	Springfield	MO	Glenwood Manor, LP	2000
Greystone Place	Neosho	MO	Greystone Place, L.P.	2003
Griner Gardens	Nashville	GA	BSR Trust Management, LLC	2017
Grove Gardens	Atlanta	GA	Georgia Communities, Inc.	2019
Hanover Estates	Columbia	MO	Hanover Estates, LP	1996
Hanover Gardens	Columbia	MO	Hanover Gardens, LP	2000
Hanover Manor	Columbia	MO	Jeffrey E. Smith Investments	1996
Harrisonville Heights	Harrisonville	MO	Harrisonville Heights, LP	1995
Harristown Park	Covington	GA	Harristown Park, L.P.	2011
Havenwood Cartersville	Cartersville	GA	Lowcountry Housing Communities GA, LLC	2019
Hawthorn Estates	Harrisonville	MO	WCMCAA	2002
Hawthorne Place Apt. Rehab	Independence	MO	Hawthorne Associates, L.P.	2003
Hawthorne Place Com. Bldg.	Independence	MO	Hawthorne Associates, L.P.	2003
Head Start Day Care	Harrisonville	MO	WCMCAA	2002
Heritage Meadows	Farmington	MO	Heritage Meadows, L.P.	2003
Heritage Pointe	Douglas	GA	VOA Southeast, Inc.	2018
Hickory Hollow	Wentzville	MO	Hickory Hlw of St. Chs. Cnty, LP	2006
Hickory Hollow Detention Basin	Wentzville	MO	Hickory Hlw of St. Chs. Cnty, LP	2008
Hidden Glen	Salado	TX	Salado Sr. Housing LP	2016
Highland Acres, Rehab	Carthage	MO	NEF	2002
Highland Estates	Rome	GA	Highland Estates LP	2016
Highland Meadows Rehab	Booneville	MO	Highland Meadows, LP	2000
Highlander Senior Village	Bulverde	TX	Bear Land Development, Inc.	2020
Hillman Place II	O'Fallon	MO	Jeffrey E. Smith Development, Inc.	2017
Hillmann Place	O'Fallon	MO	Hillmann Place, L.P.	2012
Holiday Inn Express	Warrensburg	MO	Weldon Brady	1995
Horizon Senior Village	Grovetown	GA	Horizon Senior Village LP	2015
Houston Plaza Rehab	Adrian	MO	NEF	2002
Jennings Place III	Jennings	MO	RR Jennings Developer, LLC	2020
Kensington Heights	Kansas City	MO	Agent Kensington, L.P.	2004
Kirksville Gardens	Kirksville	MO	Kirksville Gardens, LP	2001
Lake Ozark Village	Lake Ozark	MO	Lake Ozark Village, LP	1995



PORTFOLIO

Property	City	State	Developer	Year Complete
Lakeview Senior Gardens	Eatonton	GA	Georgia Communities, Inc. and Paladin, Inc.	2019
Lakewood Hills Sr. Village	Athens	GA	Lakewood Hills Sr. Village, L.P.	2012
Legacy Villas	Eastman	GA	Georgia Communities, Inc. and Paladin, Inc.	2020
Lilbourn Garden Apts	Lilbourn	MO	Lilbourn Garden Apts, LP	2001
Live Oak Villas Phase I	Midway	GA	Beverly J. Searles Foundation, Inc.	2017
Lofts at Landmark	St. Joseph	MO	Downtown First, LP	2006
Magnolia Trace	Martinez	GA	Magnolia Trace, L.P.	2012
Maplewood Manor Rehab	Webb City	MO	NEF	2002
Maryville Meadows	Maryville	MO	Maryville Meadows, LP	1999
McRae-Helena Estates	McRae	GA	McRae-Helena Estates LP	2016
Memorial Hills	Joplin	MO	Parker Development, LLC	2019
Mexico Meadows	Mexico	MO	Mexico Meadows, LP	1996
Mockingbird Estates	Stillwater	OK	Jeffrey E. Smith Development, Inc.	2019
Monett Meadows	Monett	MO	Monett Meadows, LP	1997
Monroe Estates Rehab	Lebanon	MO	NEF	2002
Myrtle Terraces II	Gainesville	GA	Beverly J. Searles Foundation, Inc.	2020
Mytle Terraces	Gainesville	GA	Myrtle Terraces, LP	2014
NECAC Office Building	O'Fallon	MO	NECAC	2005
Neosho Meadows	Neosho	MO	Neosho Meadows, LP	1996
Neosho Villas Rehab	Neosho	MO	Neosho Villas, LP	1999
New Holland Pocket Park			Beverly J. Searles Foundation	2014
New Leaf Ctr for Walkers Bend	Covington	GA	Housing Authoring of Covington	2013
New Madrid Garden Apts	New Madrid	MO	New Madrid Garden Apts, LP	2001
Newport Trace	Statesboro	GA	Newport Trace Apartments LP	2016
North Hampton Place II	Columbia	MO	Jeffrey E. Smith Investments	1995
Oak Grove Apt. Rehab	Oak Grove	MO	Oak Grove Properties, L.P.	2003
Office Building	Columbia	Mo	Jeffrey E. Smith Investments	2000
Park Avenue Estates	Oklahoma City	OK	Jeffrey E. Smith Development, Inc.	2021
Park Meadows	Rolla	MO	Park Meadows, L.P.	2007
Park Place II	Rolla	MO	Park Place, L.P.	2002
Park Senior Village	Leesburg	GA	Park Sr. Village LP	2016
Park View Plaza	Jamesport	MO	Park View Associates, LP	2000
Parkview Place Apartments	University City	MO	Parkview Place Apts., L.P.	2004
Peachtree Place	St. Joseph	MO	Pear Street, LP	1995
Peaks of Cornelia	Cornelia	GA	Peaks of Cornelia Development, LLC	2018
Peaks of Oakwood	Oakwood	GA	Peaks of Oakwood Development, LLC	2020
Pevely Square	Pevely	MO	Pevely Square, L.P.	2003
Pine Meadows	Douglas	GA	Pine Meadows, LP	2011
Pine Ridge Estates	Bainbridge	GA	Bainbridge Housing Assoc LP	2008
Pinewood Village	Pooler	GA	Pinewood Village, LP	2014
Pointe North Senior Village	Albany	GA	Point North Senior Village, LP	2015
Pointe North Senior Village II	Albany	GA	Peachtree Housing Communities, LLC	2017



PORTFOLIO

Property	City	State	Developer	Year Complete
Pointe North Village III	Albany	GA	Piedmont Housing Group, LLC	2020
Prairie Plains Rehab	Lamar	MO	NEF	2002
Radcliffe Manor	Charleston	MO	Radcliffe Associates, LP	2004
Red Oak Village	Stockbridge	GA	MACO Development Company, LLC	2017
Regency Care Center	Independence	MO	Regency Properties, LC	1998
Regency Manor	Independence	MO	Regency Manor, LP	2000
Regency Manor II	Independence	MO	Regency Manor II, LP	2006
Jennings Place I	Jennings	MO	Residences at Jennings Place LP	2015
Residences at Liberty Place	Liberty	MO	Residences at Liberty Place, L.P.	2009
Residences at West Haven	Tifton	GA	Res. At W. Haven Sr. Village LP	2017
Jennings Place II	Jennings	MO	RR Jennings Developer, LLC	2017
Ribaut Senior Village	Beaufort	SC	Palmetto Housing Developers II, LLC	2020
Richmond Square	Richmond	MO	Richmond-Hardin Prtsp, LP	1995
Ridgefield Place	Bainbridge	GA	Ridgefield Place, L.P.	2011
River Bluff Manor	St. Louis	MO	RR Jennings Developer, LLC	2019
Riverbend Estates	Washington	MO	MOCAP Development, LLC	2017
Riverbend Loft Conversion	Kansas City	MO	Riberbend Loft Cond'm LLC	2006
Riverwood Commons	Bastrop	TX	Riverwood Commons, LP	2013
Rock Tree Apts. Rehab	Springfield	MO	Rock Tree Apts., LP	2000
Sedalia Heights	Sedalia	MO	Sedalia Heights, LP	1999
Sedalia Villas	Sedalia	MO	Sedalia Villas, LP	1995
Settlement Estates	Bastrop	TX	Settlement Estates, LP	1999
Silverwood Sr. Apts.	Rincon	GA	Silverwood Place, L.P.	2013
Sinclair Estates	Columbia	MO	Jeffrey E. Smith Development, Inc.	2018
Southwestern Estates	Americus	GA	Southwestern Estates LP	2016
St. Peters Villa	St. Peters	MO	St. Peters Villa, LP	1995
Swope Parkway Estates	Kansas City	MO	Swope Parkway Estates, LP	2001
Swope Parkway Estates Rehab	Kansas City	MO	Swope Parkway Estates, LP	2001
Hamptons of Neosho	Neosho	MO	The Hamptons of Neosho LP	2002
The Legacy at Vine City	Atlanta	GA		2019
The Lofts at Lafayette Square	St. Louis	MO	Lofts at Lafayette Square LLC	2003
The Village of Bedford Walk	Columbia	MO	The Village of Bedford Walk LLC	2016
The Village on Park	Hahira	GA	Alga Development, LLC	2018
Tifton Estates	Tifton	GA	Tifton Estates, LP	2010
Towne Park Commons	Rincon	GA	Rincon Developer, LLC	2019
Townsend and Wall Lofts	St. Joseph	MO	Townsend and Wall Lofts, L.P.	2003
Troy Villa	Troy	MO	Troy Villa, LP	1995
Tucker Cottages	LaGrange	GA	Azalea Mill Cottages, L.P.	2012
Twin City Villas	Festus	MO	Crystal City-Festus, LP	1995
Vandeventer Place	St. Louis	MO	Vandeventer Place LP	2016
Village at Walkers Bend	Convington	GA	Village at Walkers Bend, OP	2012
Village Meadows Rehab	Fulton	MO	Village Meadows, LP	2000



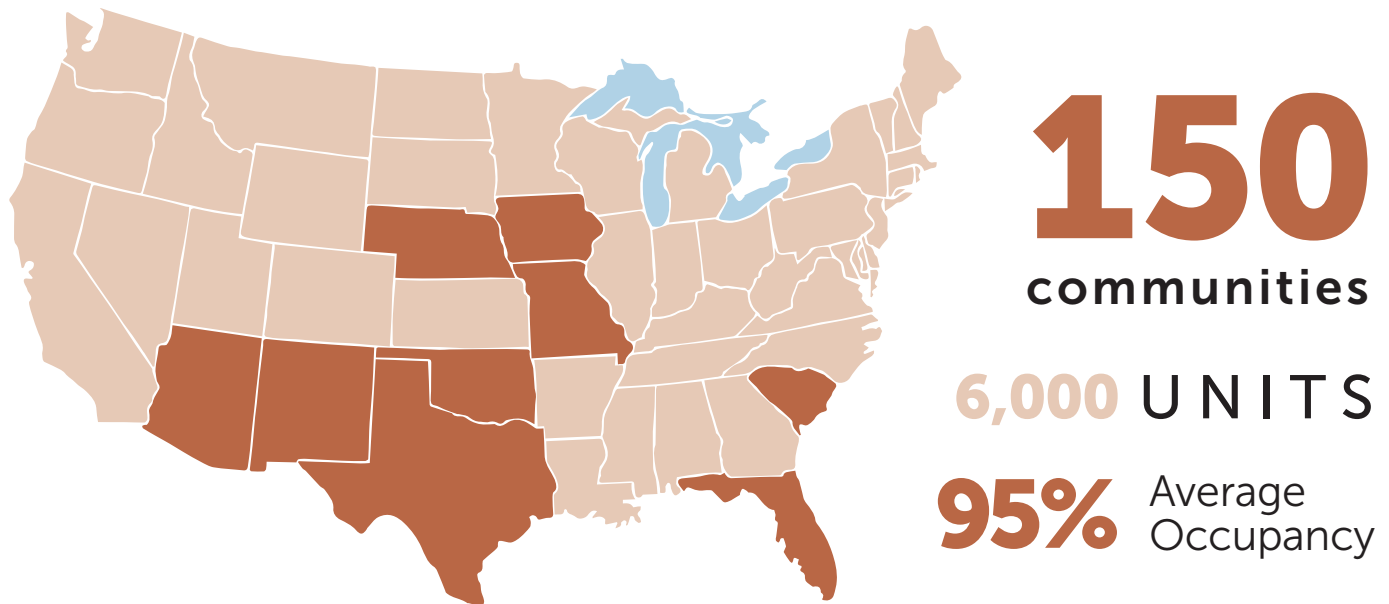
PORTFOLIO

Property	City	State	Developer	Year Complete
Village of Ben Hill	Fitzgerald	GA	MACO Development Company, LLC	2018
Vineyards	Warrnesburg	MO	The Vineyard, LP	1997
W. 7th St. Fitness Center	Kansas City	MO	W. 7th St. Lofts, LLC	2007
Walnut Park Manor	Sapulpa	OK	Walnut Park Manor LP	2017
Warrensburg Heights	Warrnesburg	MO	Warrensburg Heights, LP	1997
Waynesboro Senior Homes II	Waynesboro	GA	Waynesboro Estates Development II, LLC	2020
Weathered Rock Apts.	Jefferson City	MO	Weathered Rock Assoc., L.P.	2003
Wellington Pointe	St. Joseph	MO	St. Joseph Estates, LP	1997
Whittington Estates	St. Joseph	MO	Whittington Estates, L.P.	2004
Wilshire at Lakewood	Lee's Summit	MO	Lakewood Properties, LC	1999
Wilshire Hills II	Lee's Summit	MO	Wilshire Hills II, L.P.	2014
Wilshire Hills, I	Lee's Summit	MO	Wilshire Hills, LP	2006
Windwood Estates	St. Joseph	MO	Windwood Estates, LP	2000
Wisteria Place	Newnan	GA	Beverly J. Searles Foundation, Inc.	2017
Wisteria Place of Mableton	Mableton	GA	Beverly J. Searles Foundation, Inc.	2019
Woodbine Meadows	St. Joseph	MO	Jeffrey E. Smith Development, Inc.	2020
Woodbury Place	O'Fallon	MO	Woodbury Place, LP	2011
Woodbury Place II	O'Fallon	MO	Woodbury Place II, LP	2015
Woodcrest Villas	Troy	MO	Woodcrest Villas, L.P.	2003
Woodlen Place	Kansas City	MO	Woodlen Place Associates, L.P.	2004
Wyndham Park I	St. Peters	MO	Wyndham Park, L.P.	2006
Wyndham Park II	St. Peters	MO	Wyndham Park II, L.P.	2007
Wyndham Park III	St. Peters	MO	Wyndham Park III, L.P.	2008



JES DEV CO, INC.

JES Dev Co, Inc., originally founded in 1994 through its predecessor companies, is an acknowledged leader in the development of affordable multi-family housing industry. JES Dev Co, Inc. specializes in building relationships and gaining local support by surveying community leaders and government officials and working together to bring a quality development to that community. Through careful site selection and market analysis, JES Dev Co identifies locations that will lead to the best living outcome for prospective residents. Over the years, JES Dev Co has successfully developed affordable housing in multiple states throughout the country.



Our experienced team of developers and underwriters work seamlessly thorough the state agency application and closing process. Working with our affiliated construction, syndication and management companies, we remain engaged through issuance of 8609s and beyond. JES Dev Co developers and underwriters attend agency workshops and continuing education courses on a minimum of a yearly basis.

JES Dev Co, Inc. develops properties that offer many indoor and outdoor community amenities aimed at enhancing our residents' quality of life. Some of these indoor areas include community kitchen and dining areas, furnished fitness centers, business centers, theaters and multi-purpose areas. Exterior amenities include patio areas, walking trails, water features, raised planting beds, picnic areas and playgrounds that meet the needs of the particular development. JES Dev Co develops properties that include supportive service coordination for seniors and families. Senior-aged residents in our communities benefit from services such as health lectures and screenings, transportation services, financial literacy services and wellness programs. Family communities benefit from coordination with local resources to assist with financial planning, home ownership and family social services. JES Dev Co firmly believes in its mission statement which is to develop, build, manage and invest in quality housing where our families would be proud to live.



Jim Markel, *Director of Acquisitions*

Jim Markel, Director of Acquisitions for Affordable Equity Partners, Inc., cultivates and manages key developer relationships and opportunities in regions AEP is actively investing. Often a liaison between developers and AEP, Jim manages a team that assists development partners through the lifecycle of their development projects. He and his team work diligently to help partners identify potential opportunities, assemble viable tax credit applications and ultimately, acquire the credits awarded for the development.

Jim has been with AEP since 2006. His previous work experience was in the field of planning and community development. Jim worked both as a consultant to cities and counties on zoning and growth issues, as well as in local government planning and community development.

Jim is a graduate of the University of Southern Mississippi. He is active in his community, serving on the City of Newnan Development Authority Board and the United Way.

MAPLE PARK MANOR

A 30-UNIT SENIOR DEVELOPMENT

Lockhart, TX



JES HOLDINGS, LLC

COMPANY OVERVIEW

JES HOLDINGS, LLC

DEVELOP

BUILD

MANAGE

INVEST



QUALITY HOUSING WHERE **OUR FAMILIES**
WOULD BE PROUD TO LIVE.

DEVELOPER



- 29 years experience developing affordable multi-family housing
- Developed 150 apartment communities with over 6,000 residential units
- Fifteen communities built or under development in Texas

GENERAL CONTRACTOR



Fairway Construction Co., Inc.

- 38 years experience
- Over 200 apartment communities and over 8,200 apartment units built nationwide
- Over \$2 billion in construction value

PROPERTY MANAGER



- Almost 30 years of experience
- Currently manages over 12,200 apartment units throughout the nation
- 250 apartment communities under management
- Overall portfolio occupancy of 97.5%

SYNDICATOR



Affordable Equity Partners, Inc.

- Syndicated over \$4 billion in Federal and State Tax Credits
- More than 500 tax credit developments syndicated in 16 states and 250 cities without a foreclosure or credit recapture
- Provides a full range of services for developers and investors in the Section 42 LIHTC Program.

Texas Communities



**Settlement Estates,
Bastrop**

70 Cottage-Style Senior
Units
(32) One Bedroom Units
– 651 Sq. Ft.
(38) Two Bedroom Units
– 859 Sq. Ft.



**Riverwood
Commons I and II,
Bastrop**

36 Senior Units Located
in Elevatored Building
(11) One Bedroom Units
– 725 Sq. Ft.
(25) Two Bedroom Units
– 935 Sq. Ft.



**Hidden Glen,
Salado**

50 Cottage-Style Senior
Units
(15) One Bedroom Units
– 700 Sq. Ft.
(35) Two Bedroom Units
– 850 Sq. Ft.



**Bluff View
Senior Village,
Crandall**

48 Senior Units in
Elevatored Building
(15) One Bedroom Units
– 710 Sq. Ft.
(33) Two Bedroom Units
– 893 to 925 Sq. Ft.



**Highlander
Senior Village,
Bulverde**

66 Cottage-Style Senior
Units
(20) One Bedroom Units
– 740 Sq. Ft.
(46) Two Bedroom Units
– 850 Sq. Ft.

Texas Communities



**Maple Park Senior,
Lockhart**

56 Cottage-Style Senior Units
(14) One Bedroom Units
– 767-789 Sq. Ft.
(42) Two Bedroom Units
– 882 Sq. Ft.



**Paige Estates,
Waco**

64 Senior Units in
Elevated Building
(20) One Bedroom Units
– 750 Sq. Ft.
(44) Two Bedroom Units
– 880 Sq. Ft.



**Parkside on
Carrier,
Grand Prairie**

38 Senior Units in
Elevated Building
(13) One Bedroom Units
– 750 Sq. Ft.
(25) Two Bedroom Units
– 880 Sq. Ft.



**Sweetwater
Station,
Sweetwater**

52 Senior Units in
Elevated Building
(16) One Bedroom Units
– 750 Sq. Ft.
(36) Two Bedroom Units
– 880 Sq. Ft.



**Pebblebrook
Parkside,
Denton**

216 Family Units in
Walk-up and
Elevated Buildings
(54) One Bedroom Units
– 746 Sq. Ft.
(108) Two Bedroom
Units – 988-1,075 Sq. Ft.
(54) Three Bedroom
Units – 1,082 Sq. Ft.

Texas Communities



**Estacado Estates,
Amarillo**

46 Senior Units in
Elevated Building
(14) One Bedroom Units
– 750 Sq. Ft.
(32) Two Bedroom Units
– 880 Sq. Ft.



**Riverside Manor,
Kerrville**

36 Senior Units in
Elevated Building
(11) One Bedroom Units
– 750 Sq. Ft.
(25) Two Bedroom Units
– 880 Sq. Ft.



**Trailside Estates,
Tyler**

74 Senior Units in
Elevated Building
(24) One Bedroom Units
– 750 Sq. Ft.
(50) Two Bedroom Units
– 880 Sq. Ft.

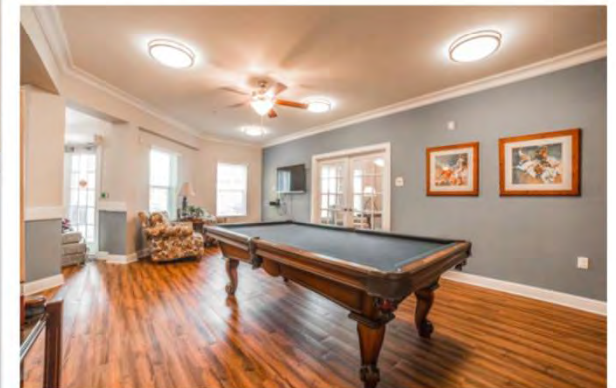


**Blanco Basin,
San Marcos**

200 Senior Units in
Elevated Buildings
(100) One Bedroom
Units – 746 Sq. Ft.
(100) Two Bedroom
Units – 988-1,075 Sq. Ft.

RIVERWOOD COMMONS

BASTROP, TX



HIDDEN GLEN

SALADO, TX



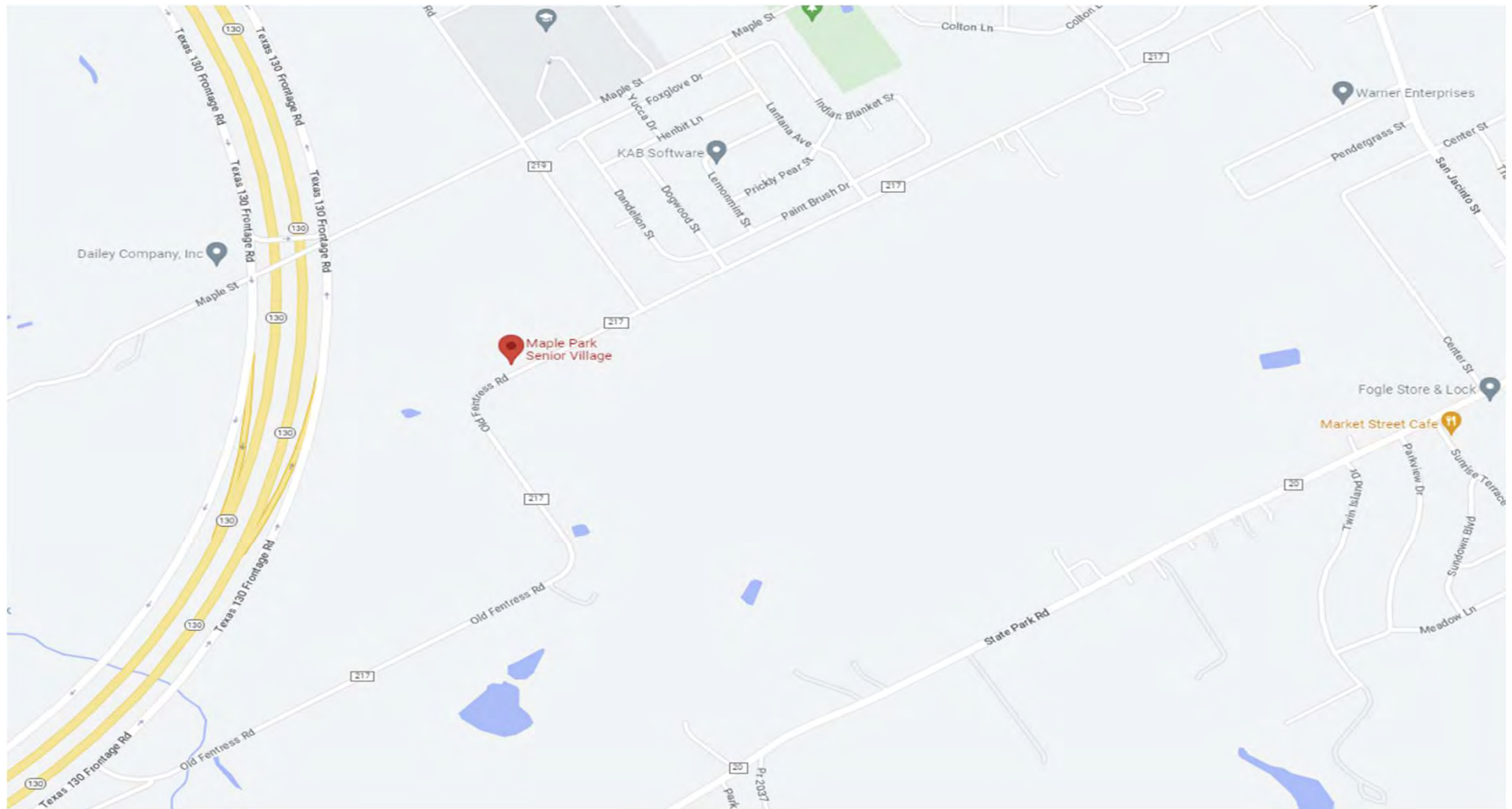
BLUFF VIEW SENIOR VILLAGE

CRANDALL, TX



SITE INFORMATION

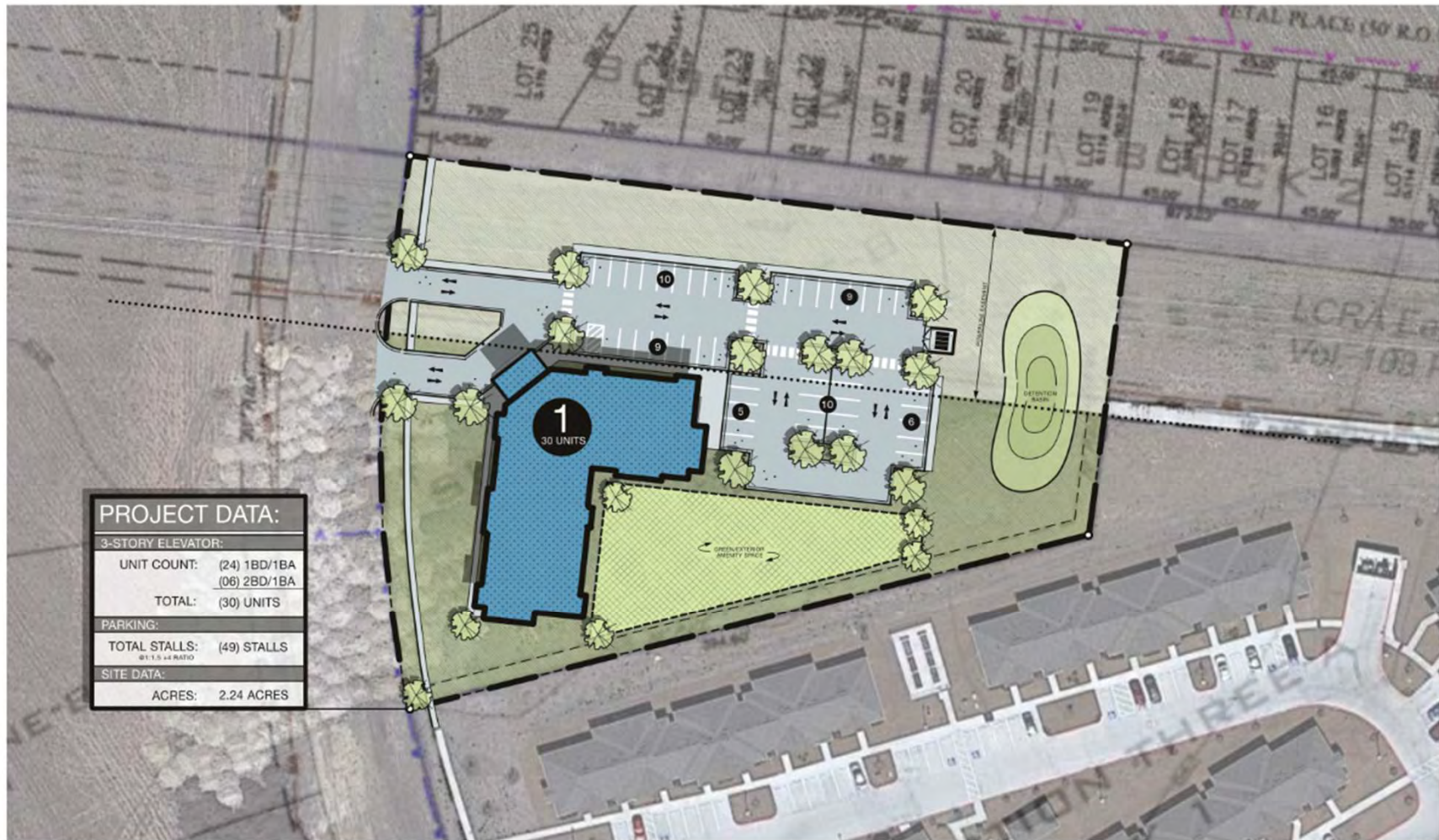
SITE LOCATION



SITE AERIAL



SITE LAYOUT

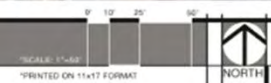


LINCOLN LANE

Caldwell Co., TX

CONCEPTUAL SITE PLAN

February 6, 2023



rosemann
& ASSOCIATES P.C.

RESIDENT PROFILE

RESIDENTIAL UNIT MIX AND RENTS



Unit Mix and Rents

- 24 one-bedroom units (750 square feet)
- 6 two-bedroom units (880 square feet)
- 21 units rent for \$1,174 - \$1,402
- 6 units rent for \$967 - \$1,154
- 3 units rent for \$553 - \$657



RESIDENT PROFILE



Age and Income Requirements

- Age restricted 55 +
- 21 units for residents at \$46K - \$53K
- 6 units for residents at \$38K - \$44K
- 3 units for residents at \$15K - \$17K



RESIDENT SERVICES

TYPICAL RESIDENT SERVICES

- Weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement)
- Weekly exercise classes
- Twice monthly arts, crafts, and other recreational activities
- Twice monthly on-site social events
- Food pantry
- Annual health fair provided by a health care professional
- Partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents
- Notary Services during regular business hours
- Outreach to nonprofit service providers in community

CONTACT

Michael Ash, Development Manager

- 737-228-4962
- mash@aepartners.com

Ryan Garcia, Development Manager

- 573-397-2105
- rgarcia@jesholdings.com

RESOLUTION 2023-01

WHEREAS, JES Dev Co, Inc. (“Applicant”) has requested support from the City of Lockhart for the new construction of 30 affordable senior housing units named Maple Park Manor located North of Clearfork St and described as Lot 1 of Section 3-B Block 1 of Maple Park Plat in the City of Lockhart, Caldwell County, Texas (the “Development”); and

WHEREAS, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for an allocation of 2023 Competitive 9% Housing Tax Credits (“HTC”) for the construction of Maple Park Manor; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of \$250.00 of funding assistance to the Development will improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for \$250.00 for its application in the form of a reduced fees for the benefit of the Development from the City of Lockhart for its application to TDHCA for the new development of affordable senior housing; and

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

1. The City of Lockhart, acting through its governing body, hereby confirms its support for an affordable senior housing development by JES Dev Co, Inc. named Maple Park Manor at located North of Clearfork St and described as Lot 1 of Section 3-B Block 1 of Maple Park Plat in the city of Lockhart, Caldwell County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City Council on this date.

2. In accordance with 10 Texas Administrative Code Section 11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee, or combination of other value for the benefit of the Housing in the amount of no less than \$250.00.

3. As provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Lockhart has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and

4. The City of Lockhart hereby supports the proposed Maple Park Manor, and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov’t Code §2306.6703(a)(4), and

FURTHER RESOLVED, that for and on behalf of the Governing Body, Lew White, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ON THIS 21st DAY OF FEBRUARY 2023.

APPROVED:

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

**Julie Bowermon
Deputy City Secretary**

**Monte Akers
City Attorney**

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discuss lease agreement between the City of Lockhart and New Cingular Wireless PCS, LLC for installation of cellular antenna components to the Maple Street Elevated Storage Tower located at 460 City Line Road and authorizing the Mayor to sign the lease documents.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: New Cingular Wireless PCS (AT&T) approached the City in 2022 to seek lease space on the Maple Street Elevated Storage Tower for use for antenna space. The proposed antennas would be located beneath the bowl of the tower as depicted in Exhibit 1 of the packet. The lease would grant AT&T use of the premises for the transmission and reception of communications signals. The lease would also grant 24/7 access, so AT&T may install, build, maintain, operate, repair, and replace communication fixtures. The initial lease term would be five (5) years, and the agreement will automatically renew for five (5) additional (5) year term(s). The rent for tower lease space would initially be \$2,000.00/ month (\$24,000.00/ annually) for the first five years. At each five year renewal anniversary, rent will increase by three percent (3%) over the rent paid during the previous five (5) year term. Over the entire 30 year lease, the revenue from the lease would be \$776,208.00. Upon expiration of the lease, the tenant would be required to repair any damage to the property resulting from removing the communication components.

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: Staff respectfully recommends approving a lease agreement between New Cingular Wireless PCS and the City of Lockhart for antenna space.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: MEMORANDUM, Lease Agreement AXL02411, Maple Water Tower Antenna Exhibit 1, Maple Water Tower Antenna Exhibit 2

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 2023, by and between City of Lockhart, a Home Rule Municipality having its principal office/residing at 308 W. San Antonio Street, Lockhart, TX 78644 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with New Cingular Wireless PCS, LLC (a Delaware limited liability company), and with five (5) successive five (5) year option to renew unless Landlord provides written notice to Tenant its intent to terminate the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Lockhart, a
Home Rule Municipality

By: _____
Print Name: Lew White
Its: Mayor, City of Lockhart
Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Maria Valenzuela
Its: Area Manager Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2023____, by and between City of Lockhart, Texas, a Home Rule Municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

BEING 0.5452 acres (23,750 square feet) of land out of the called 1.435 acre tract conveyed to the City of Lockhart, Texas, by Warranty Deed recorded under Volume 169, Page 755, of the Official Public Records of Caldwell County, Texas (O.P.R. C.C.T.), said 0.5452 acre tract being a Water Tower Easement lying within the Francis Berry Survey, A-2, and is more particularly described as follows:

BEGINNING at a 1/2 iron pipe found in the southeast line of a called 90.51 acre tract conveyed to O.G. COE Limited Partnership by Warranty deed recorded under Volume 383, Page 636 O.P.R. C.C.T., for the west corner of a called 31.97 acre tract "Tract Three" conveyed to Lockhart ISD by Warranty deed recorded under Volume 155, Page 870 O.P.R. C.C.T., and the north corner of said 1.435 acre tract;

THENCE South 31°01'56" East, with the common line between said 31.97 acre tract and said 1.435 acre tract, a distance of 150.00 feet to a point for the east corner of the herein described tract, from which a found 1/2 inch iron rod bears North 31°01'56" West, a distance of 0.49 feet;

THENCE South 58°41'15" West, a distance of 125.00 feet to a point for the south corner of the herein described tract;

THENCE North 31°05'06" West, a distance of 70.00 feet to a point for an interior corner;

THENCE South 58°38'54" West, a distance of 125.00 feet to a point in the southwest line of said 1.435 acre tract and a north line of a called 40 foot wide Utility and Access Easement described in Volume 169, Page 755 O.P.R. C.C.T., for the most westerly southwest corner of the herein described tract;

THENCE North 31°01'56" West, with the southeast line of said 1.435 acre tract, a distance of 40.00 feet to a point for the most westerly northwest corner of the herein described tract;

THENCE North 58°34'54" East, a distance of 125.00 feet to a point for an interior corner;

THENCE North 31°01'56" West, a distance of 40.00 feet to a point in the common line between said 1.435 acre tract and said 90.51 acre tract, for the most northerly west corner of the herein described tract;

THENCE North 58°41'15" East, with said common line, a distance of 125.00 to the **POINT OF BEGINNING**, containing 0.5452 acres (23,750 square feet) of land.

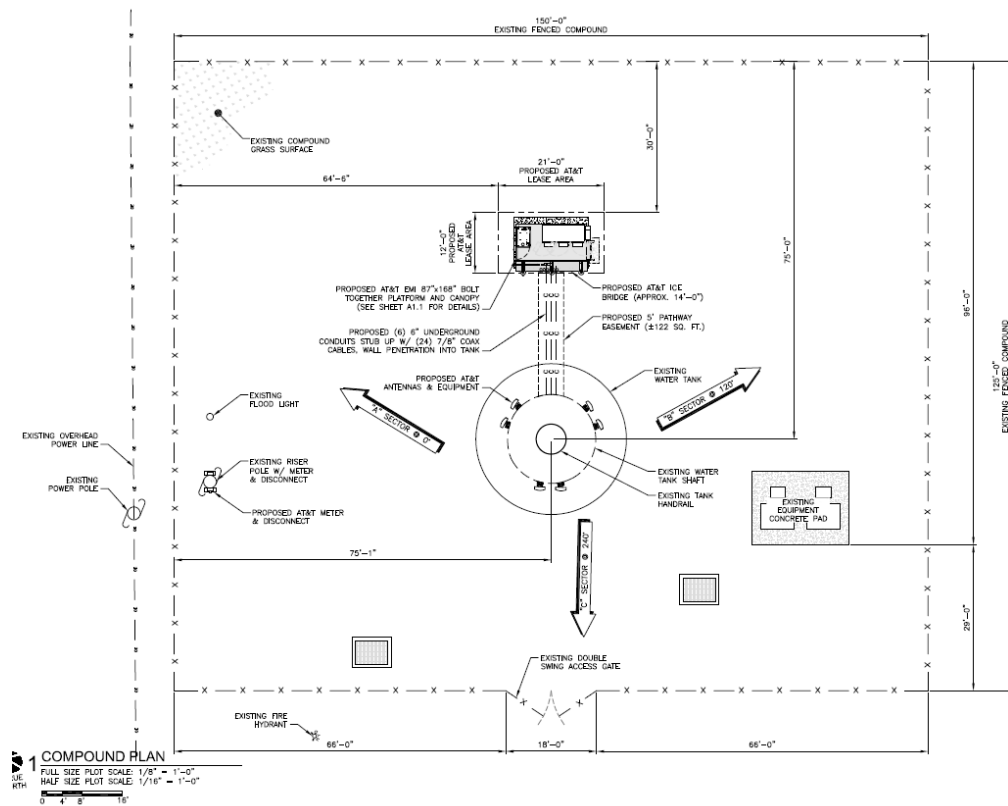
Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:



Non-Tower Structure

Market: SOUTH TEXAS
Cell Site Number: AXL02411
Cell Site Name: CLEAR FORK
Search Ring Name: CLEAR FORK
Fixed Asset Number: 15055418

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by City of Lockhart, TX, a Home Rule Municipality having a mailing address of 308 W. San Antonio Street, Lockhart, TX 78644 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the “**Structure**”), together with all rights and privileges arising in connection therewith, located at 460 City Line Road, in the County of Caldwell, State of Texas (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) The actual portion of the structure to be leased, including the air space above such rooftop/basement/ground space, is described on attached **Exhibit 1**, for the placement of Tenant’s Communication Facility;

(b) space for any structural steel or other improvements to support Tenant’s equipment (collectively, the space referenced in (a) and (b) is the “**Equipment Space**”);

(c) that certain space on the Structure, as generally depicted on **Exhibit 1**, each measuring twenty (20) contiguous linear feet wide and ten (10) contiguous linear feet deep, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the “**Antenna Space**”); and

(d) those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Equipment Space and Antenna Space; and between Tenant’s equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the “**Premises**.”

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the “**Permitted**

Use"). For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense.

Tenant has the right, to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless either party notifies the other in writing of that party's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least ninety (90) days prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, and if Tenant remains in possession of the Premises after the termination of this Agreement, this Agreement shall continue in force upon the same covenants, terms and conditions on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement. Monthly Rent during such Holdover Terms shall be equal to the Rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Dollars and No/100 Dollars (\$2,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by two percent (2.0%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond

such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility,

Non-Tower Structure

the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) Tenant shall not interfere with Landlord's use or operation of the Structure nor with its use or operation by persons or entities having prior rights of access or use any portion of the Structure granted before the Effective Date. Tenant will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(e) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors..

(b) Landlord agrees, to the extent allowed by law, to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant actual, quiet and peaceful use,

enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant Access to the Premises, but not to the interior of the Structure, and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use

of audio and video navigation and recording in connection with the use of the UAS. . If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, **with** Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned, provided that Tenant may assign this Agreement, without consent, to an Affiliate. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: AXL2411 Cell Site Name: Clear Fork (TX)
Fixed Asset #: 15055418
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: AXL2411 Cell Site Name: Clear Fork (TX)
Fixed Asset #: 15055418
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City Manager
City of Lockhart
308 W. San Antonio Street

Lockhart, TX 78644

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to

pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents,

Non-Tower Structure

Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any

Non-Tower Structure

claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’

fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Lockhart
Lockhart, Texas

By: _____
Print Name: Lew White
Its: Mayor, City of Lockhart
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Maria Valenzuela
Its: Area Manager Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Structure Lease Agreement dated _____, 2023, by and between City of Lockhart, a a Home Rule Municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

BEING 0.5452 acres (23,750 square feet) of land out of the called 1.435 acre tract conveyed to the City of Lockhart, Texas, by Warranty Deed recorded under Volume 169, Page 755, of the Official Public Records of Caldwell County, Texas (O.P.R. C.C.T.), said 0.5452 acre tract being a Water Tower Easement lying within the Francis Berry Survey, A-2, and is more particularly described as follows:

BEGINNING at a 1/2 iron pipe found in the southeast line of a called 90.51 acre tract conveyed to O.G. COE Limited Partnership by Warranty deed recorded under Volume 383, Page 636 O.P.R. C.C.T., for the west corner of a called 31.97 acre tract "Tract Three" conveyed to Lockhart ISD by Warranty deed recorded under Volume 155, Page 870 O.P.R. C.C.T., and the north corner of said 1.435 acre tract;

THENCE South 31°01'56" East, with the common line between said 31.97 acre tract and said 1.435 acre tract, a distance of 150.00 feet to a point for the east corner of the herein described tract, from which a found 1/2 inch iron rod bears North 31°01'56" West, a distance of 0.49 feet;

THENCE South 58°41'15" West, a distance of 125.00 feet to a point for the south corner of the herein described tract;

THENCE North 31°05'06" West, a distance of 70.00 feet to a point for an interior corner;

THENCE South 58°38'54" West, a distance of 125.00 feet to a point in the southwest line of said 1.435 acre tract and a north line of a called 40 foot wide Utility and Access Easement described in Volume 169, Page 755 O.P.R. C.C.T., for the most westerly southwest corner of the herein described tract;

THENCE North 31°01'56" West, with the southeast line of said 1.435 acre tract, a distance of 40.00 feet to a point for the most westerly northwest corner of the herein described tract;

THENCE North 58°34'54" East, a distance of 125.00 feet to a point for an interior corner;

THENCE North 31°01'56" West, a distance of 40.00 feet to a point in the common line between said 1.435 acre tract and said 90.51 acre tract, for the most northerly west corner of the herein described tract;

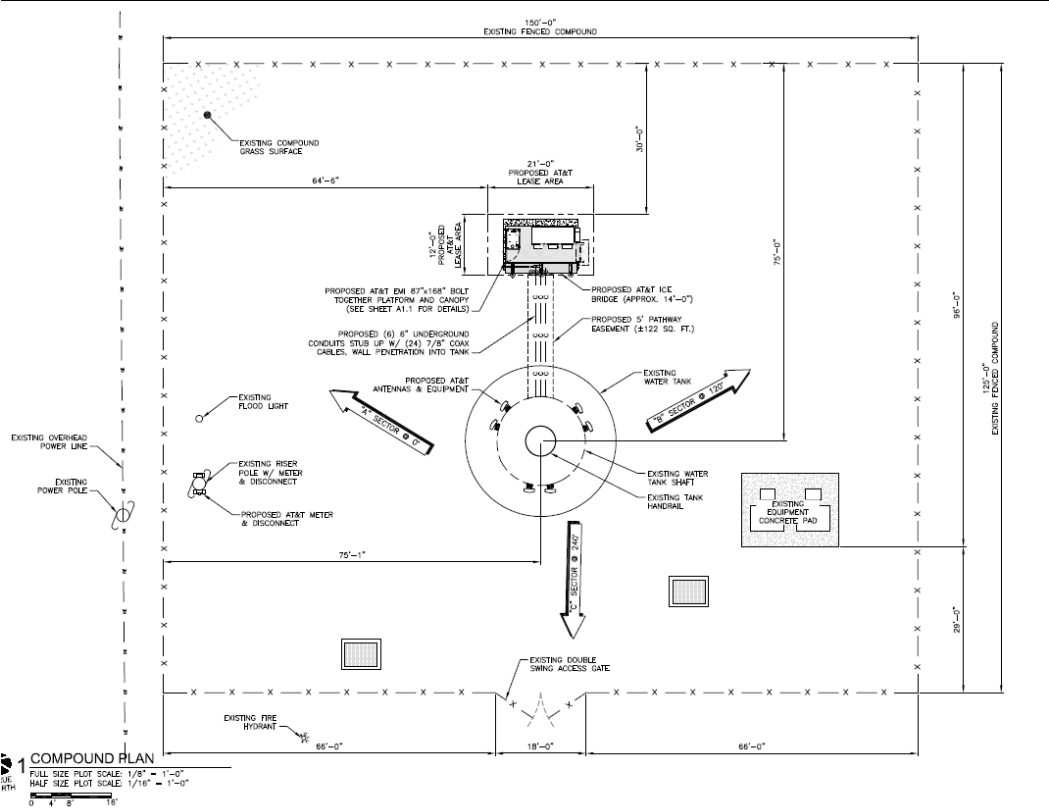
THENCE North 58°41'15" East, with said common line, a distance of 125.00 to the **POINT OF BEGINNING**, containing 0.5452 acres (23,750 square feet) of land.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN AB

Non-Tower Structure

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

Non-Tower Structure



(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

February 7, 2023

Re: Authorized Access granted to AT&T Representatives

To whom it may concern,

Please be advised that we have signed a lease with AT&T permitting AT&T representatives to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Non-Tower Structure

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 2023, by and between City of Lockhart, a Home Rule Municipality having its principal office/residing at 308 W. San Antonio Street, Lockhart, TX 78644 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with New Cingular Wireless PCS, LLC (a Delaware limited liability company), and with five (5) successive five (5) year option to renew unless Landlord provides written notice to Tenant its intent to terminate the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Lockhart, a
Home Rule Municipality

By: _____
Print Name: Lew White
Its: Mayor, City of Lockhart
Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Maria Valenzuela
Its: Area Manager Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2023____, by and between City of Lockhart, Texas, a Home Rule Municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

BEING 0.5452 acres (23,750 square feet) of land out of the called 1.435 acre tract conveyed to the City of Lockhart, Texas, by Warranty Deed recorded under Volume 169, Page 755, of the Official Public Records of Caldwell County, Texas (O.P.R. C.C.T.), said 0.5452 acre tract being a Water Tower Easement lying within the Francis Berry Survey, A-2, and is more particularly described as follows:

BEGINNING at a 1/2 iron pipe found in the southeast line of a called 90.51 acre tract conveyed to O.G. COE Limited Partnership by Warranty deed recorded under Volume 383, Page 636 O.P.R. C.C.T., for the west corner of a called 31.97 acre tract "Tract Three" conveyed to Lockhart ISD by Warranty deed recorded under Volume 155, Page 870 O.P.R. C.C.T., and the north corner of said 1.435 acre tract;

THENCE South 31°01'56" East, with the common line between said 31.97 acre tract and said 1.435 acre tract, a distance of 150.00 feet to a point for the east corner of the herein described tract, from which a found 1/2 inch iron rod bears North 31°01'56" West, a distance of 0.49 feet;

THENCE South 58°41'15" West, a distance of 125.00 feet to a point for the south corner of the herein described tract;

THENCE North 31°05'06" West, a distance of 70.00 feet to a point for an interior corner;

THENCE South 58°38'54" West, a distance of 125.00 feet to a point in the southwest line of said 1.435 acre tract and a north line of a called 40 foot wide Utility and Access Easement described in Volume 169, Page 755 O.P.R. C.C.T., for the most westerly southwest corner of the herein described tract;

THENCE North 31°01'56" West, with the southeast line of said 1.435 acre tract, a distance of 40.00 feet to a point for the most westerly northwest corner of the herein described tract;

THENCE North 58°34'54" East, a distance of 125.00 feet to a point for an interior corner;

THENCE North 31°01'56" West, a distance of 40.00 feet to a point in the common line between said 1.435 acre tract and said 90.51 acre tract, for the most northerly west corner of the herein described tract;

THENCE North 58°41'15" East, with said common line, a distance of 125.00 to the **POINT OF BEGINNING**, containing 0.5452 acres (23,750 square feet) of land.

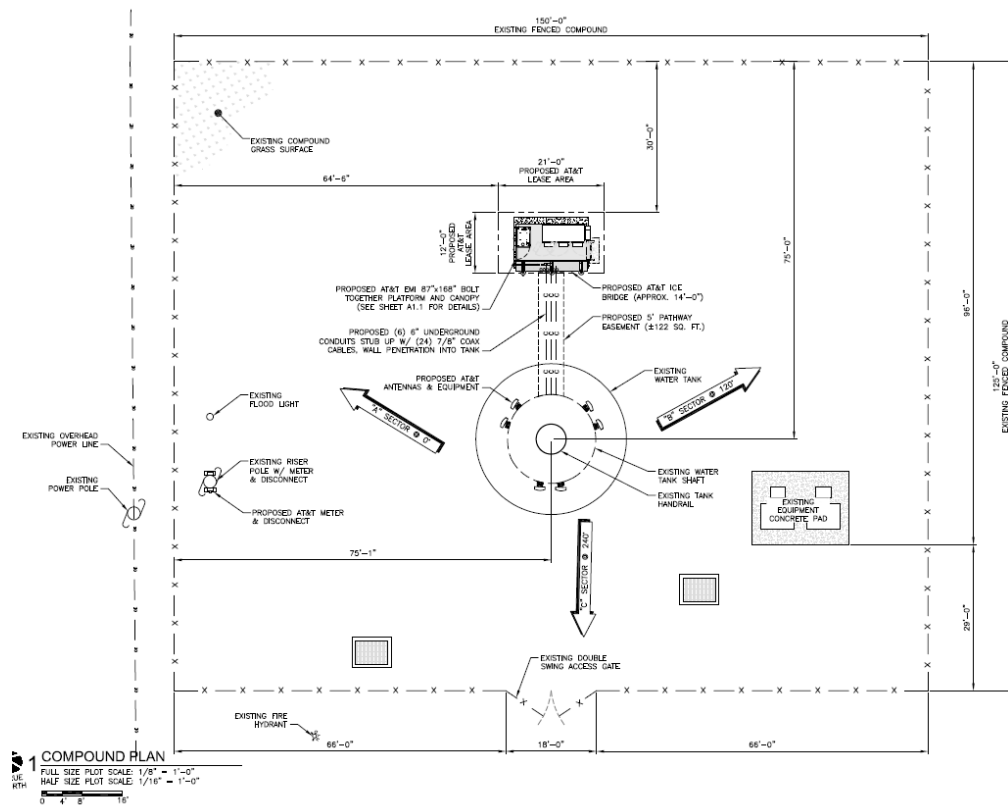
Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:



Non-Tower Structure

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Non-Tower Structure

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																													
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Lockhart																																															
2 Business name/disregarded entity name, if different from above																																															
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																														
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																														
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																														
	☒ Other (see instructions) ▶ Municipality - Government																																														
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)																																															
5 Address (number, street, and apt. or suite no.) See instructions. 308 W. San Antonio Street		Requester's name and address (optional)																																													
6 City, state, and ZIP code Lockhart, Texas 78644																																															
7 List account number(s) here (optional)																																															
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px;">7</td> <td style="width: 25px; height: 20px;">4</td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;">6</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">1</td> <td style="width: 25px; height: 20px;">6</td> <td style="width: 25px; height: 20px;">3</td> </tr> </table>			Social security number																		OR									Employer identification number									7	4		6	0	0	1	6	3
Social security number																																															
OR																																															
Employer identification number																																															
7	4		6	0	0	1	6	3																																							
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																															
Sign Here	Signature of U.S. person ▶ <i>Maria Maselby</i>																																														
Date ▶ <i>1-24-2023</i>																																															
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																															
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																															

Non-Tower Structure

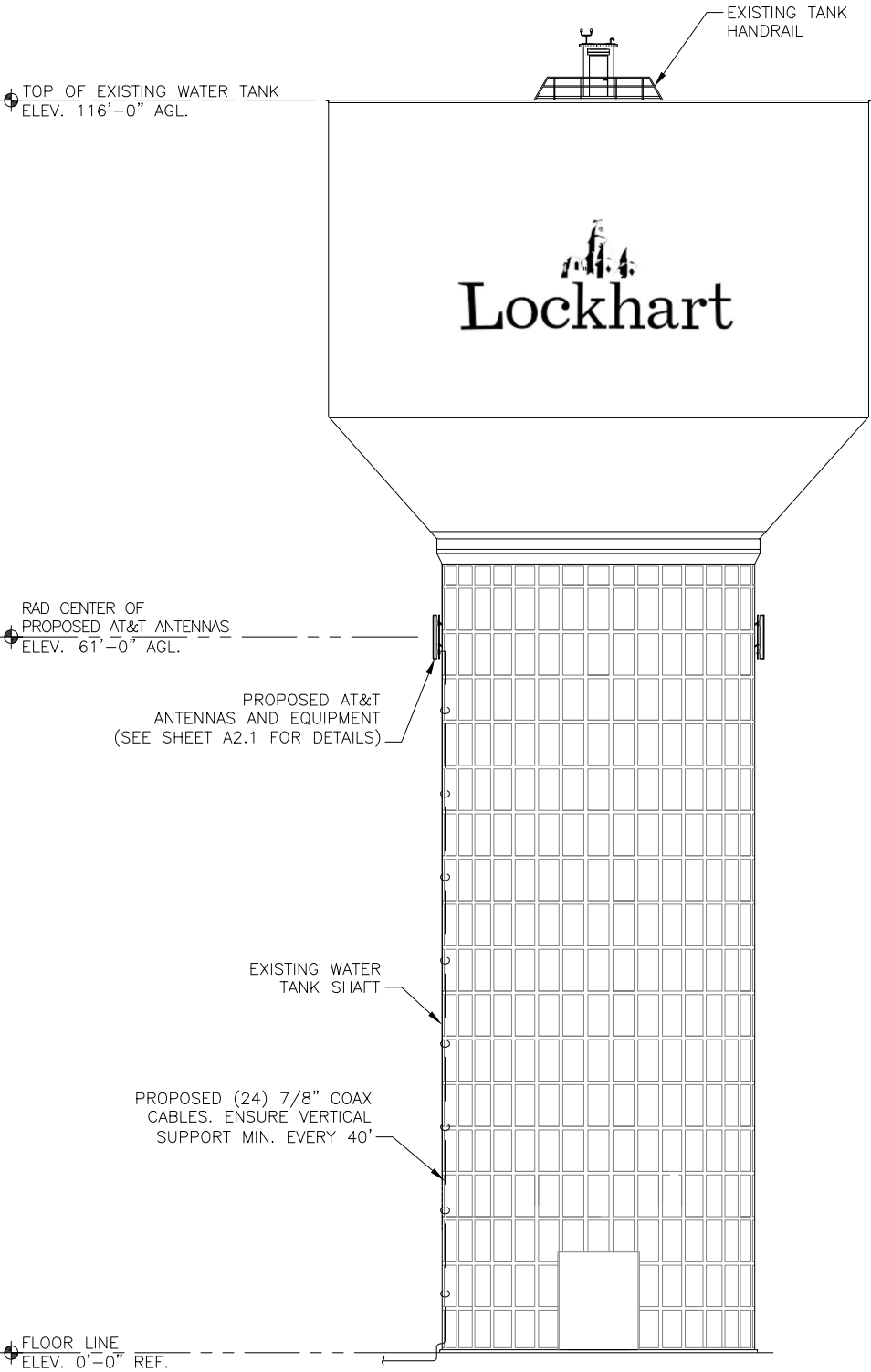
COLLOCATION NOTE:
STRUCTURAL ANALYSIS PERFORMED UNDER SEPERATE SCOPE OF WORK BY MOUNTAIN, LTD. ENGINEERING. CONTRACTOR SHALL THOROUGHLY REVIEW AND ADHERE TO THE PASSING STRUCTURAL ANALYSIS DATED 07/08/22 , FOR STRUCTURAL INFORMATION INCLUDING BUT NOT LIMITED TO STRUCTURAL UPGRADES, MOUNTING TYPES, ANTENNA DETAILS AND HEIGHTS, RRU MOUNTING, CABLE ROUTING, ETC. ANY DISCREPANCY BETWEEN THE DRAWINGS AND STRUCTURAL ANALYSIS, AND/OR TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

ANTENNA CABLE NOTES:

1. ALL CABLES SHALL HAVE VERTICAL SUPPORTS EVERY 40’ MIN. OR AS REQUIRED BY THE MANUFACTURER.
2. WHERE APPLICABLE, VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.
3. ALL JUMPERS TO THE ANTENNAS FROM THE RRU WILL BE 1/2” JUMPERS AND SHALL NOT EXCEED 6’-0”.
4. UPON COMPLETION, PROVIDE A HEIGHT VERIFICATION DEPICTING RAD CENTER AND TOP OF ANTENNA.

ANTENNA MOUNTING NOTES:

1. ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING.
2. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA RAD CENTER ELEVATION AND ORIENTATIONS WITH AT&T PRIOR TO INSTALLATION OF ANTENNAS.
3. PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, EXISTING TOWER AND TOWER FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE PROPOSED LOADS. REFER TO STRUCTURAL ANALYSIS BY MOUNTAIN, LTD.
4. NO ERECTION (WHERE APPLICABLE) OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.
5. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA/EIA-222-H OR APPLICABLE LOCAL CODES.
6. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123, UNLESS NOTED OTHERWISE.
7. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 UNLESS NOTED OTHERWISE.
8. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
9. ALL ANTENNA MOUNTS SHALL BE INSTALLED PER MANUFACTURER SPECIFICATIONS.
10. MINIMUM HORIZONTAL SPACING SHALL BE 4’-0” BETWEEN ANTENNAS.
- 11.VERTICAL SPACING BETWEEN SITE PRO1 STANDOFF MOUNTS TO BE 48” MIN. CLEARANCE.



1 TOWER ELEVATION
SCALE: N.T.S.

PREPARED FOR:



AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234



4520 TEJASCO DRIVE
SAN ANTONIO, TX 78218

SITE NAME:

CLEAR FORK

SITE NUMBER:

AXL02411

SITE ADDRESS:

460 CITY LINE ROAD
LOCKHART, TX 78644
CALDWELL COUNTY

01/20/2023



TEXAS FIRM#-21390

DRAWN BY:	IL
APPROVED BY:	TH
DATE DRAWN:	03/23/22

REVISION			
NO	DESCRIPTION	BY	DATE
A	ISSUED FOR REVIEW	IL	03/23/22
0	ISSUED FOR CONSTRUCTION	IL	07/08/22
1	LATEST RFDS	IL	09/31/22
2	RRUS LOCATION	IL	01/20/23

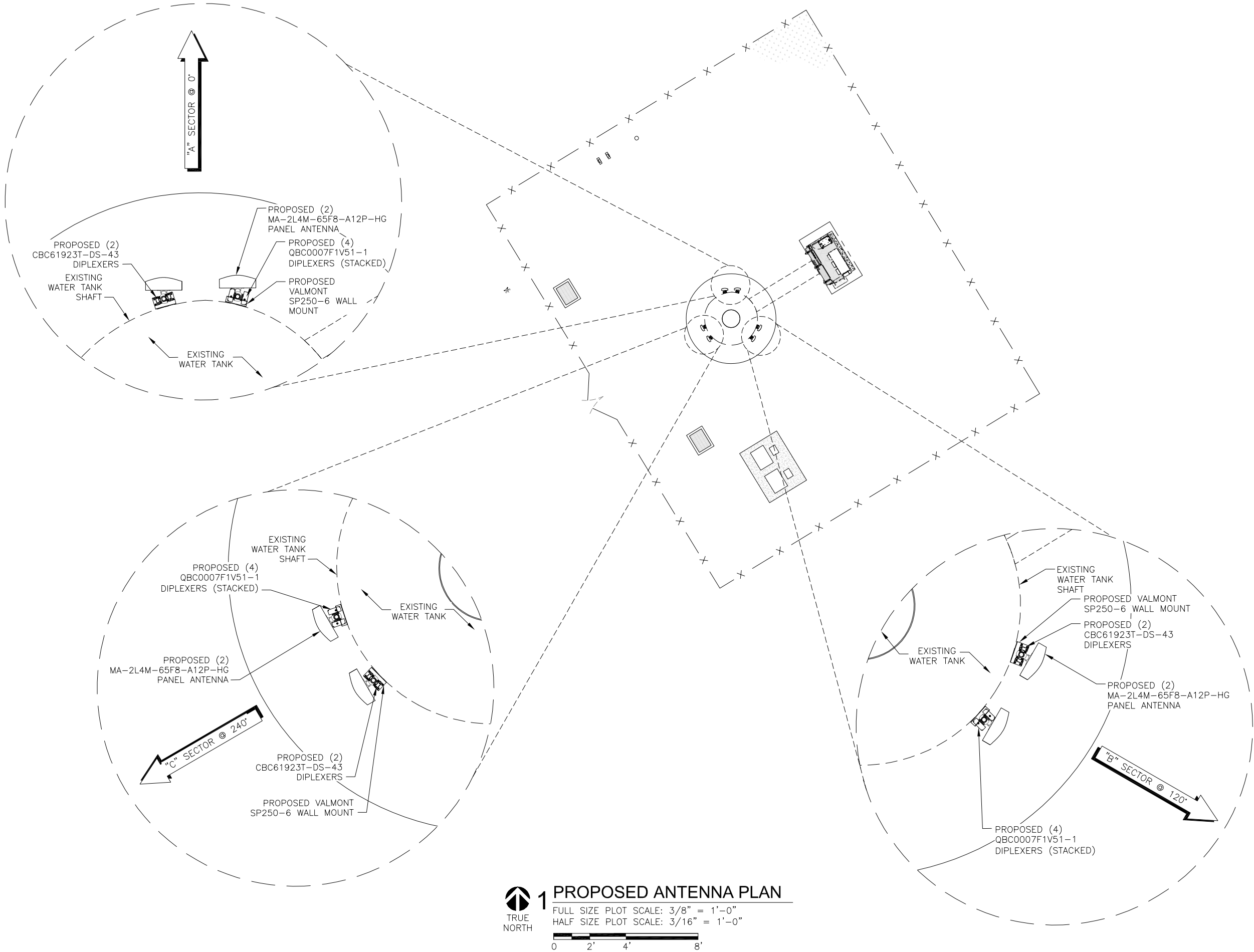
SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

A2.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.



1 PROPOSED ANTENNA PLAN
FULL SIZE PLOT SCALE: 3/8" = 1'-0"
HALF SIZE PLOT SCALE: 3/16" = 1'-0"
0 2' 4' 8'

PREPARED FOR:


AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

NEXIUS
4520 TEJASCO DRIVE
SAN ANTONIO, TX 78218

SITE NAME:
CLEAR FORK
SITE NUMBER:
AXL02411

SITE ADDRESS:
460 CITY LINE ROAD
LOCKHART, TX 78644
CALDWELL COUNTY

01/20/2023



DRAWN BY:		IL	
APPROVED BY:		TH	
DATE DRAWN:		03/23/22	
REVISION			
NO	DESCRIPTION	BY	DATE
A	ISSUED FOR REVIEW	IL	03/23/22
0	ISSUED FOR CONSTRUCTION	IL	07/08/22
1	LATEST RFDS	IL	09/31/22
2	RRUS LOCATION	IL	01/20/23

SHEET TITLE:
**PROPOSED
ANTENNA PLAN**

SHEET NUMBER:
A2.1

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discuss awarding bid to 304 Construction, LLC of Cedar Creek, Texas in the amount of \$199,600 for the construction of the 2023 Sidewalk Improvements Project.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: In 2022, City staff evaluated sidewalk conditions within the city and determined that many deficiencies within the sidewalk system. It was decided by Council to unanimously approve the use of up to \$350,000 from the Series 2022 Tax Note to remedy the worst sidewalk deficiencies first. Sidewalk Improvements Project consists of approximately 1,456 SY of concrete sidewalk replacement, and 21 concrete ramp replacements, which is approximately 3,250 linear feet of sidewalks of various widths in various locations throughout town. Ten (10) bids for the project were received, ranging from \$199,600 to \$438,484. The lowest bid was submitted by 304 Construction, LLC in the amount of \$199,600. TRC has conducted reference checks on 304 Construction and found that all references that were contacted recommended this contractor for future work.

PROJECT SCHEDULE (if applicable): The contract completion period will be 60 days once contracts have been signed and the preconstruction meeting scheduled.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$199,600

Account Number: Series 2022 Tax Note

Funds Available: \$350,000

Account Name: Series 2022 Tax Note

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the bid to 304 Construction, LLC in the amount of \$199,600.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Advertisement for Bids - Lockhart Sidewalk Improvements, Lockhart 2022 Sidewalk Improvements - Bid Award Recommendation from TRC dated February 15, 2023, SIDEWALK IMPROVEMENTS List, SIDEWALK IMPROVEMENTS Map

ADVERTISEMENT FOR BIDS

Sealed proposals addressed to the City Manager of the City of Lockhart will be received at the Lockhart City Hall, 308 West San Antonio, Lockhart, Texas 78644, until **11:00 A.M., February 9, 2023** for the **2022 Sidewalk Improvements Project**, at which time and place will be publicly opened and read aloud. Any bid received after the closing time will be returned unopened.

The project consists of approximately 1,456 SY of Concrete Sidewalk Replacement; Replacement of 21 Concrete Sidewalk Ramps as required on various City Streets; and all other appurtenances necessary for the completion of the project.

Bidders shall submit with their bids a Cashier's Check in the amount of five percent (5%) of the maximum total bid, payable to the City of Lockhart, Texas without recourse, or a Proposal Bond in the same amount from an approved Surety Company as a guarantee that Bidder will enter into a contract and execute performance and payment bonds on the forms provided, within ten (10) days after the award of Contract. Bids without a check or Proposal Bond will not be considered.

The successful Bidder must furnish Performance and Payments Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas to act as Surety and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

Plans and specifications may be examined without charge at Lockhart City Hall. Bid Documents and Construction Drawings for the project may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com. Bidders must register on this website in order to view and/or download specifications, plans, and other related documents for this project. Printed copies of the specifications and drawings may also be viewed at the Engineer's office, TRC Engineers, Inc., 505 East Huntland Drive, Suite 250, Austin, Texas 78752, (512) 454-8716.

Please submit questions for this project 48 hours prior to bid opening through www.civcastusa.com in the Q&A portal. All addenda issued for this project will be posted on www.civcastusa.com. It is the responsibility of the Contractor bidding to use proper scaling, paper size, etc., for bid quantities. Failure to do so may result in an error in the Unit Bid Quantities and/or Bid Amounts.

The City Council of the City of Lockhart reserves the right to reject any or all bids and to waive formalities. No bid may be withdrawn within sixty (60) days after the date on which bids are received.

**CITY OF LOCKHART, TEXAS
STEVEN LEWIS, CITY MANAGER**



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

February 15, 2023

Mr. Sean Kelley, Public Works Director
City of Lockhart
705 Wichita Street
Lockhart, Texas 78644

**RE: 2022 Sidewalk Improvements Project
Bid Award Recommendation**

Dear Mr. Kelley:

Ten (10) sealed bids were received at Lockhart City Hall on February 9, 2023, at 11:00 A.M. for the above-referenced project. The total bids ranged from \$199,600.00 from 304 Construction, LLC of Cedar Creek, Texas to \$438,484.00 from M&C Fonseca Construction Co., Inc. of Granite Shoals, Texas. A detailed bid tabulation is attached for your reference.

The project consists of approximately 1,456 SY of Concrete Sidewalk Replacement; replacement of 21 Concrete Sidewalk Ramps as required on various City Streets; and all other appurtenances necessary for the completion of the project. The construction completion period is sixty (60) days.

TRC conducted reference checks on 304 Construction, LLC and found that all references who were contacted recommended this contractor for future work. Therefore, it is recommended that the City award the project to 304 Construction, LLC in the amount of \$199,600.00. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond, and Payment Bond to the City.

If you have any other questions or comments, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "William Wachel".

William Wachel, PE
Deputy Director - DMS

Attachment: Bid Tabulation



				304 Construction 1083 FM, Suite I-9 Cedar Creek, Texas 78612		NDM Construction, LLC 252 Guemal Road Buda, Texas 78610		Westar Construction, Inc. 4500 Williams Drive Georgetown, Texas 78633		Bueno Pro Services, LLC 244 FM, Suite 120 New Braunfels, Texas 78130		Packsaddle Management, LLC PO Box 4385 Horseshoe Bay, Texas 78657		AR6 Construction 26726 Rockwall Parkway New Braunfels, Texas 78132	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Performance and Payment Bonds	1	L.S.	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$10,300.00	\$10,300.00	\$8,048.91	\$8,048.91	\$7,000.00	\$7,000.00	\$6,163.00	\$6,163.00
P.2	Mobilization/Demobilization	1	L.S.	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$10,300.00	\$10,300.00	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$7,263.52	\$7,263.52
P.3	SWPPP	1	L.S.	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$3,150.00	\$3,150.00
P.4	Install sidewalk on Blake's Cove	12	S.Y.	\$100.00	\$1,200.00	\$135.00	\$1,620.00	\$135.00	\$1,620.00	\$385.00	\$4,620.00	\$168.00	\$2,016.00	\$172.17	\$2,066.04
P.5	Install sidewalk on S. Blanco Street	317	S.Y.	\$100.00	\$31,700.00	\$135.00	\$42,795.00	\$135.00	\$42,795.00	\$91.50	\$29,005.50	\$168.00	\$53,256.00	\$172.17	\$54,577.89
P.6	Install sidewalk on Blue Sky Lane	48	S.Y.	\$100.00	\$4,800.00	\$135.00	\$6,480.00	\$135.00	\$6,480.00	\$185.00	\$8,880.00	\$168.00	\$8,064.00	\$172.17	\$8,264.16
P.7	Install sidewalk on Bois D'Arc Street	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.8	Install sidewalk on S. Brazos Street	30	S.Y.	\$100.00	\$3,000.00	\$135.00	\$4,050.00	\$135.00	\$4,050.00	\$185.00	\$5,550.00	\$168.00	\$5,040.00	\$172.17	\$5,165.10
P.9	Install sidewalk on Center Street	18	S.Y.	\$100.00	\$1,800.00	\$135.00	\$2,430.00	\$135.00	\$2,430.00	\$265.50	\$4,779.00	\$168.00	\$3,024.00	\$172.17	\$3,099.06
P.10	Install sidewalk on Clearfork Street	36	S.Y.	\$100.00	\$3,600.00	\$135.00	\$4,860.00	\$135.00	\$4,860.00	\$185.00	\$6,660.00	\$168.00	\$6,048.00	\$172.17	\$6,198.12
P.11	Install sidewalk on Colton Lane	22	S.Y.	\$100.00	\$2,200.00	\$135.00	\$2,970.00	\$135.00	\$2,970.00	\$225.00	\$4,950.00	\$168.00	\$3,696.00	\$172.17	\$3,787.74
P.12	Install sidewalk on S. Commerce Street	21	S.Y.	\$100.00	\$2,100.00	\$135.00	\$2,835.00	\$135.00	\$2,835.00	\$225.00	\$4,725.00	\$168.00	\$3,528.00	\$172.17	\$3,615.57
P.13	Install sidewalk on Connolly Circle	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.14	Install sidewalk on Elm Street	39	S.Y.	\$100.00	\$3,900.00	\$135.00	\$5,265.00	\$135.00	\$5,265.00	\$195.00	\$7,605.00	\$168.00	\$6,552.00	\$172.17	\$6,714.63
P.15	Install sidewalk on Hickory Street	56	S.Y.	\$100.00	\$5,600.00	\$135.00	\$7,560.00	\$135.00	\$7,560.00	\$185.00	\$10,360.00	\$168.00	\$9,408.00	\$172.17	\$9,641.52
P.16	Install sidewalk on Lion Country Drive	7	S.Y.	\$100.00	\$700.00	\$135.00	\$945.00	\$135.00	\$945.00	\$415.00	\$2,905.00	\$168.00	\$1,176.00	\$172.17	\$1,205.19
P.17	Install sidewalk on S. Main Street	277	S.Y.	\$100.00	\$27,700.00	\$135.00	\$37,395.00	\$135.00	\$37,395.00	\$96.00	\$26,592.00	\$168.00	\$46,536.00	\$172.17	\$47,691.09
P.18	Install sidewalk on S. Medina Street	11	S.Y.	\$100.00	\$1,100.00	\$135.00	\$1,485.00	\$135.00	\$1,485.00	\$385.00	\$4,235.00	\$168.00	\$1,848.00	\$172.17	\$1,893.87
P.19	Install sidewalk on Mockingbird Lane	25	S.Y.	\$100.00	\$2,500.00	\$135.00	\$3,375.00	\$135.00	\$3,375.00	\$225.00	\$5,625.00	\$168.00	\$4,200.00	\$172.17	\$4,304.25
P.20	Install sidewalk on Monte Vista Drive	7	S.Y.	\$100.00	\$700.00	\$135.00	\$945.00	\$135.00	\$945.00	\$415.00	\$2,905.00	\$168.00	\$1,176.00	\$172.17	\$1,205.19
P.21	Install sidewalk on Nueces Street	178	S.Y.	\$100.00	\$17,800.00	\$135.00	\$24,030.00	\$135.00	\$24,030.00	\$110.00	\$19,580.00	\$168.00	\$29,904.00	\$172.17	\$30,646.26
P.22	Install sidewalk on N. Pecos Street	63	S.Y.	\$100.00	\$6,300.00	\$135.00	\$8,505.00	\$135.00	\$8,505.00	\$205.00	\$12,915.00	\$168.00	\$10,584.00	\$172.17	\$10,846.71
P.23	Install sidewalk on W. Prairie Lea Street	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.24	Install sidewalk on Prickly Pear Street	7	S.Y.	\$100.00	\$700.00	\$135.00	\$945.00	\$135.00	\$945.00	\$415.00	\$2,905.00	\$168.00	\$1,176.00	\$172.17	\$1,205.19
P.25	Install sidewalk on Rio Grande Street	54	S.Y.	\$100.00	\$5,400.00	\$135.00	\$7,290.00	\$135.00	\$7,290.00	\$195.00	\$10,530.00	\$168.00	\$9,072.00	\$172.17	\$9,297.18
P.26	Install sidewalk on St. Thomas Street	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.27	Install sidewalk on Summerside Avenue	93	S.Y.	\$100.00	\$9,300.00	\$135.00	\$12,555.00	\$135.00	\$12,555.00	\$165.00	\$15,345.00	\$168.00	\$15,624.00	\$172.17	\$16,011.81
P.28	Install sidewalk on Thunderstorm Avenue	45	S.Y.	\$100.00	\$4,500.00	\$135.00	\$6,075.00	\$135.00	\$6,075.00	\$185.00	\$8,325.00	\$168.00	\$7,560.00	\$172.17	\$7,747.65
P.29	Install sidewalk on Trinity Street	35	S.Y.	\$100.00	\$3,500.00	\$135.00	\$4,725.00	\$135.00	\$4,725.00	\$195.00	\$6,825.00	\$168.00	\$5,880.00	\$172.17	\$6,025.95
P.30	Install sidewalk on Walter Ellison Drive	14	S.Y.	\$100.00	\$1,400.00	\$135.00	\$1,890.00	\$135.00	\$1,890.00	\$275.00	\$3,850.00	\$168.00	\$2,352.00	\$172.17	\$2,410.38
P.31	Install sidewalk on Windridge Drive	5	S.Y.	\$100.00	\$500.00	\$135.00	\$675.00	\$135.00	\$675.00	\$455.00	\$2,275.00	\$168.00	\$840.00	\$172.17	\$860.85
P.32	Install curb ramps on S. Blanco Street	2	EA.	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,750.00	\$5,500.00	\$1,950.00	\$3,900.00	\$4,000.00	\$8,000.00	\$3,956.21	\$7,912.42
P.33	Install curb ramps on Blue Sky Lane	3	EA.	\$2,000.00	\$6,000.00	\$1,800.00	\$5,400.00	\$2,750.00	\$8,250.00	\$1,950.00	\$5,850.00	\$4,000.00	\$12,000.00	\$3,956.21	\$11,868.63
P.34	Install curb ramps on S. Brazos Street	7	EA.	\$2,000.00	\$14,000.00	\$1,800.00	\$12,600.00	\$2,750.00	\$19,250.00	\$1,550.00	\$10,850.00	\$4,000.00	\$28,000.00	\$3,956.21	\$27,693.47
P.35	Install curb ramps on Clearfork Street	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.36	Install curb ramps on Elm Street	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.37	Install curb ramps on S. Main Street	2	EA.	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,750.00	\$5,500.00	\$1,950.00	\$3,900.00	\$4,000.00	\$8,000.00	\$3,956.21	\$7,912.42
P.38	Install curb ramps on S. Mockingbird Lane	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.39	Install curb ramps on San Jacinto Street	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.40	Install curb ramps on Summerside Avenue	2	EA.	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,750.00	\$5,500.00	\$1,950.00	\$3,900.00	\$4,000.00	\$8,000.00	\$3,956.21	\$7,912.42
P.41	Install curb ramps on Thunderstorm Avenue	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
	TOTAL BID				\$199,600.00		\$267,360.00		\$276,910.00		\$330,005.41		\$349,608.00		\$350,336.45



				Myers Concrete Construction 2301 FM 3237 Wimberley, Texas 78676		WJC Constructors, LLC PO Box 104 Smithville, Texas 78957		ONO Contracting, Inc. 7926 Rustic Forest San Antonio, Texas 78239		M&C Fonseca Construction 1901 Prairie Creek Road Granite Shoals, Texas 78654	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Performance and Payment Bonds	1	L.S.	\$7,954.00	\$7,954.00	\$9,977.00	\$9,977.00	\$14,866.00	\$14,866.00	\$10,000.00	\$10,000.00
P.2	Mobilization/Demobilization	1	L.S.	\$25,924.00	\$25,924.00	\$19,003.00	\$19,003.00	\$27,016.00	\$27,016.00	\$10,000.00	\$10,000.00
P.3	SWPPP	1	L.S.	\$2,294.00	\$2,294.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
P.4	Install sidewalk on Blake's Cove	12	S.Y.	\$219.00	\$2,628.00	\$240.00	\$2,880.00	\$550.00	\$6,600.00	\$176.50	\$2,118.00
P.5	Install sidewalk on S. Blanco Street	317	S.Y.	\$168.00	\$53,256.00	\$200.00	\$63,400.00	\$214.00	\$67,838.00	\$176.50	\$55,950.50
P.6	Install sidewalk on Blue Sky Lane	48	S.Y.	\$202.00	\$9,696.00	\$240.00	\$11,520.00	\$284.00	\$13,632.00	\$176.50	\$8,472.00
P.7	Install sidewalk on Bois D'Arc Street	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$333.00	\$2,997.00	\$176.50	\$1,588.50
P.8	Install sidewalk on S. Brazos Street	30	S.Y.	\$219.00	\$6,570.00	\$240.00	\$7,200.00	\$156.00	\$4,680.00	\$176.50	\$5,295.00
P.9	Install sidewalk on Center Street	18	S.Y.	\$219.00	\$3,942.00	\$240.00	\$4,320.00	\$228.00	\$4,104.00	\$176.50	\$3,177.00
P.10	Install sidewalk on Clearfolk Street	36	S.Y.	\$202.00	\$7,272.00	\$240.00	\$8,640.00	\$170.00	\$6,120.00	\$176.50	\$6,354.00
P.11	Install sidewalk on Colton Lane	22	S.Y.	\$219.00	\$4,818.00	\$240.00	\$5,280.00	\$250.00	\$5,500.00	\$176.50	\$3,883.00
P.12	Install sidewalk on S. Commerce Street	21	S.Y.	\$219.00	\$4,599.00	\$240.00	\$5,040.00	\$250.00	\$5,250.00	\$176.50	\$3,706.50
P.13	Install sidewalk on Connolly Circle	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$333.00	\$2,997.00	\$176.50	\$1,588.50
P.14	Install sidewalk on Elm Street	39	S.Y.	\$202.00	\$7,878.00	\$240.00	\$9,360.00	\$170.00	\$6,630.00	\$176.50	\$6,883.50
P.15	Install sidewalk on Hickory Street	56	S.Y.	\$202.00	\$11,312.00	\$240.00	\$13,440.00	\$151.00	\$8,456.00	\$176.50	\$9,884.00
P.16	Install sidewalk on Lion Country Drive	7	S.Y.	\$219.00	\$1,533.00	\$240.00	\$1,680.00	\$333.00	\$2,331.00	\$176.50	\$1,235.50
P.17	Install sidewalk on S. Main Street	277	S.Y.	\$168.00	\$46,536.00	\$200.00	\$55,400.00	\$170.00	\$47,090.00	\$176.50	\$48,890.50
P.18	Install sidewalk on S. Medina Street	11	S.Y.	\$219.00	\$2,409.00	\$240.00	\$2,640.00	\$250.00	\$2,750.00	\$176.50	\$1,941.50
P.19	Install sidewalk on Mockingbird Lane	25	S.Y.	\$219.00	\$5,475.00	\$240.00	\$6,000.00	\$250.00	\$6,250.00	\$176.50	\$4,412.50
P.20	Install sidewalk on Monte Vista Drive	7	S.Y.	\$219.00	\$1,533.00	\$240.00	\$1,680.00	\$350.00	\$2,450.00	\$176.50	\$1,235.50
P.21	Install sidewalk on Nueces Street	178	S.Y.	\$168.00	\$29,904.00	\$200.00	\$35,600.00	\$469.00	\$83,482.00	\$176.50	\$31,417.00
P.22	Install sidewalk on N. Pecos Street	63	S.Y.	\$202.00	\$12,726.00	\$240.00	\$15,120.00	\$285.00	\$17,955.00	\$176.50	\$11,119.50
P.23	Install sidewalk on W. Prairie Lea Street	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$350.00	\$3,150.00	\$176.50	\$1,588.50
P.24	Install sidewalk on Prickly Pear Street	7	S.Y.	\$219.00	\$1,533.00	\$240.00	\$1,680.00	\$350.00	\$2,450.00	\$176.50	\$1,235.50
P.25	Install sidewalk on Rio Grande Street	54	S.Y.	\$202.00	\$10,908.00	\$240.00	\$12,960.00	\$150.00	\$8,100.00	\$176.50	\$9,531.00
P.26	Install sidewalk on St. Thomas Street	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$350.00	\$3,150.00	\$176.50	\$1,588.50
P.27	Install sidewalk on Summerside Avenue	93	S.Y.	\$202.00	\$18,786.00	\$240.00	\$22,320.00	\$171.00	\$15,903.00	\$176.50	\$16,414.50
P.28	Install sidewalk on Thunderstorm Avenue	45	S.Y.	\$202.00	\$9,090.00	\$240.00	\$10,800.00	\$285.00	\$12,825.00	\$176.50	\$7,942.50
P.29	Install sidewalk on Trinity Street	35	S.Y.	\$202.00	\$7,070.00	\$240.00	\$8,400.00	\$170.00	\$5,950.00	\$176.50	\$6,177.50
P.30	Install sidewalk on Walter Ellison Drive	14	S.Y.	\$219.00	\$3,066.00	\$240.00	\$3,360.00	\$600.00	\$8,400.00	\$176.50	\$2,471.00
P.31	Install sidewalk on Windridge Drive	5	S.Y.	\$219.00	\$1,095.00	\$240.00	\$1,200.00	\$400.00	\$2,000.00	\$176.50	\$882.50
P.32	Install curb ramps on S. Blanco Street	2	EA.	\$4,111.00	\$8,222.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00
P.33	Install curb ramps on Blue Sky Lane	3	EA.	\$4,111.00	\$12,333.00	\$2,500.00	\$7,500.00	\$3,500.00	\$10,500.00	\$6,500.00	\$19,500.00
P.34	Install curb ramps on S. Brazos Street	7	EA.	\$4,111.00	\$28,777.00	\$2,500.00	\$17,500.00	\$2,500.00	\$17,500.00	\$6,500.00	\$45,500.00
P.35	Install curb ramps on Clearfork Street	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00
P.36	Install curb ramps on Elm Street	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
P.37	Install curb ramps on S. Main Street	2	EA.	\$4,111.00	\$8,222.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00
P.38	Install curb ramps on S. Mockingbird Lane	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
P.39	Install curb ramps on San Jacinto Street	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
P.40	Install curb ramps on Summerside Avenue	2	EA.	\$4,111.00	\$8,222.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00
P.41	Install curb ramps on Thunderstorm Avenue	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
	TOTAL BID				\$394,022.00		\$409,040.00		\$477,922.00		\$438,484.00

ATTACHMENT A								
Lockhart 2022 Sidewalk Improvement Project								
Street Name	N-S-E-W	From	To	Width (LF)	Length (LF)	Area (SF)	Area (SY)	Ramps (EA)
Blake's Cove	W	Colton	St. Thomas	4	10	40	5	
Blake's Cove	E	Blakes 518	St. Thomas	4	15	60	7	
Blake's Cove							12	0
Blanco Street	E	San Antonio W	Prairie Lea	6.5	70	455	51	2
Blanco Street	E	Live Oak W	Plum	4	130	520	58	
Blanco Street	W	Prairie Lea W	Live Oak W	3.5	70	245	28	
Blanco Street	W	Plum	Live Oak W	4	135	540	60	
Blanco Street	E	Blanco S 518		4	60	240	27	
Blanco Street	W	Blanco S 531		4	10	40	5	
Blanco Street	W	Blanco S 703		4	74	296	33	
Blanco Street	W	Blanco S 735		4	30	120	14	
Blanco Street	W	Blanco S 743		4	20	80	9	
Blanco Street	W	Prairie Lea W	San Antonio W	4	70	280	32	
Blanco Street							317	2
Blue Sky Lane	E	Summerside/End	Thunderstorm	4	30	120	14	2
Blue Sky Lane	W	Summerside/End	Thunderstorm	4	75	300	34	1
Blue Sky Lane							48	3
Bois D' Arc Street	S	Blanco	Nueces	4	20	80	9	
Bois D' Arc Street							9	0
Brazos Street	W	Hickory	Rosewood	4	15	60	7	1
Brazos Street	W	Rosewood	Pin Oak	4	30	120	14	6
Brazos Street	W	Pin Oak	White Oak	4	20	80	9	
Brazos Street							30	7
Center Street	S	Lion Country	Medina	4	20	80	9	
Center Street	S	Lion Country	700 Block	4	20	80	9	
Center Street							18	0
Clearfork Street	N	Medina S	Navidad	4	20	80	9	
Clearfork Street	N	Mockingbird S	San Jacinto	4	60	240	27	1
Clearfork Street							36	1
Colton Lane	N	Shelleys	Christophers Cv	4	25	100	12	
Colton Lane	S	Maple	Mockingbird	4	10	40	5	
Colton Lane	N	St. Thomas	Mockingbird	4	10	40	5	
Colton Lane							22	0
Commerce Street	W	Commerce S 615		4	20	80	9	
Commerce Street	W	Commerce S 731	Commerce S 729	4	25	100	12	
Commerce Street							21	0
Connolly Circle	E	Connolly Cir 410		4	20	80	9	
Connolly Circle							9	0
Elm Street	E	Bois D' Arc	San Antonio W	4	70	280	32	1
Elm Street	W	Bois D' Arc	San Antonio W	3	20	60	7	
Elm Street							39	1
Hickory Street	S	Trinity	Brazos S	4	126	504	56	
Hickory Street							56	0
Lion Country Drive	W	Center	State Park	6	10	60	7	
Lion Country Drive							7	0
Main Street	E	Hickory	Prairie Lea	4	255	1020	114	1
Main Street	W	Live Oak	Hackberry	4	275	1100	123	1
Main Street	W	Main S 317		4	90	360	40	
Main Street							277	2

ATTACHMENT A								
Lockhart 2022 Sidewalk Improvement Project								
Street Name	N-S-E-W	From	To	Width (LF)	Length (LF)	Area (SF)	Area (SY)	Ramps (EA)
Medina Street	E	Center	State Park	4	24	96	11	
Medina Street							11	0
N Mockingbird Lane	W	Monte Vista	Windridge	4	40	160	18	
S Mockingbird Lane	E	Colton	Maple	4	5	20	3	1
S Mockingbird Lane	W	Colton	Clearfork	4	8	32	4	
Mockingbird Lane							25	1
Monte Vista Drive	N	Medina N	Monte Vista 1113	3	12	36	4	
Monte Vista Drive	S	Monte Vista 1010	Medina N	3	8	24	3	
Monte Vista Drive							7	
Nueces Street	W	San Antonio	Bois D' Arc	4	400	1600	178	
Nueces Street							178	0
N Pecos Street	W	Mesquite	Tank	4	40	160	18	
N Pecos Street	E	Bois D' Arc	Ash	4	100	400	45	
Pecos Street							63	0
W Prairie Lea Street	S	Guadalupe	San Jacinto	4	20	80	9	
Prairie Lea Street							9	0
Prickly Pear Street	N	Lanatana	Bluebell	4	15	60	7	
Prickly Pear Street							7	0
N Rio Grande Street	E	Bois D' Arc	San Antonio	4	20	80	9	
S Rio Grande Street	E	San Antonio	Prairie Lea	4	100	400	45	
Rio Grande Street							54	0
San Jacinto Street	E	Clearfork	Maple	4		0	0	1
San Jacinto Street							0	1
St. Thomas Street	W	Blakes Cv	Colton	4	20	80	9	
St. Thomas Street							9	0
Summerside Avenue	S	Sandhill	Skylight	4	50	200	23	
Summerside Avenue	S	Silver Cloud	Thunderstorm	4	60	240	27	1
Summerside Avenue	S	Thunderstorm	Blue Sky	4	20	80	9	1
Summerside Avenue	N	Thunderstorm	Silver Cloud	4	30	120	14	
Summerside Avenue	N	Silver Cloud	High Cloud	4	45	180	20	
Summerside Avenue							93	2
Thunderstorm Avenue	E/N	Summerside	End	4	100	400	45	1
Thunderstorm Avenue							45	1
Trinity Street	E	Trinity 606		4	10	40	5	
Trinity Street	W	Pearl	Hickory	4	10	40	5	
Trinity Street	W	Rosewood	Pin Oak	4	35	140	16	
Trinity Street	W	Pin Oak	White Oak	4	20	80	9	
Trinity Street							35	0
Walter Ellison Drive	S	Mockingbird S	Caribbean	4	10	40	5	
Walter Ellison Drive	N	Walter Ellison 1319	Mockingbird S	4	20	80	9	
Walter Ellison Drive							14	0
Windridge Drive	E	Monte Vista	Shenandoah/End	4	10	40	5	
Windridge Drive							5	0
TOTAL							1,456	21

DATE	
REVISION	
NO.	
DESIGN BY:	MSANTANGELO
DRAWN BY:	MSANTANGELO
CHECKED BY:	WVACHEL
SCALE:	NONE
JOB NUMBER:	514238



INTERIM REVIEW
DOCUMENTS

NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMITTING PURPOSES

MICHAEL J SANTANGELO, P.E.
TX L.C. # 125572

CITY OF LOCKHART, TX
2022 SIDEWALK IMPROVEMENTS PROJECT
PROPOSED WORK QUANTITY



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discuss second amendment of 380 economic development agreement between the City of Lockhart, Texas and Visionary Fiber Technologies, Inc.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Visionary Fiber Technologies, Inc. ("VFT") is commercializes Texas State University technology called "Fiber Reactors". The reactors allow for the rapid combination of solutions to react and separate faster than established methods traditionally used. VFT established its operations in Lockhart in 2018 with incentives from the City of Lockhart, LEDC, and Caldwell County.

VFT has approached the City for incentives for an expansion of operations including a new 6,800 SF office located on the corner of SH 20 and E. MLK Industrial Blvd. This additional office space to the company's headquarters will free up space in the main building to build additional lab and manufacturing space. The investment number is twice as much as the original investment by the company and the new and reconfigured space allows for more jobs to be created to facilitate the growth of the company in the future. The project details are below:

Timing:

Immediately

Employment:

Additional 25 above current incentive requirements at \$75,000 average salary

New Investment:

\$9,960,210

Status:

VFT currently has building permits under review with the City of Lockhart. Project is funded and ready to go.

Recommended Incentives:

Year	Current	Proposed
1 (2019)	100%	N/A
2 (2020)	75%	N/A
3 (2021)	75%	N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

4 (2022)	75%	N/A
5 (2023)	75%	75%
6 (2024)	50%	66%
7 (2025)	50%	66%
8 (2026)	50%	50%
9 (2027)	50%	50%
10 (2028)	50%	50%

Total Current Incentive with expansion: \$561,238.

New Incentive: \$606,328 (+\$45,090)

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Council previously awarded a Chapter 380 Property Tax rebate for 10 years in 2018.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approve second amendment of the 380 economic development agreement with Visionary Fiber Technologies, Inc.

LIST OF SUPPORTING DOCUMENTS: Visionary Fiber Technologies 380 2nd Amend
02152023

**SECOND AMENDMENT OF 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF LOCKHART, TEXAS, AND VISIONARY FIBER TECHNOLOGIES**

This “Second Amendment of 380 Economic Development Agreement” (“Amendment”) amends that one certain 380 Economic Development Agreement by and between the City of Lockhart, Texas (“City”) and Visionary Fiber Technologies, commonly known as Visionary Fiber Technologies, Inc. (“VFT”), dated August 6, 2018 (“Agreement”), and any subsequent amendments made thereto.

RECITALS:

WHEREAS, The City entered into an Agreement with VFT who promised to make investments totaling \$6.7 million in equipment, personal property, real property and real property improvements within the City of Lockhart; and

WHEREAS, in consideration thereof, the City agreed to rebate VFT an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements invested; and

WHEREAS, The City and VFT wish to increase the rebate in years 6 and 7 from 50% to 66%, based on current agreement performance; and

WHEREAS, VISIONARY FIBER TECHNOLOGIES is commonly known as Visionary Fiber Technologies, Inc. and shall be referenced in the Agreement pursuant to the same; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the VFT agree as follows:

AMENDMENT:

Section 3. City Requirements, 3(a) of the Agreement is hereby amended:

(a) In consideration of VISIONARY FIBER TECHNOLOGIES' agreement to locate its expansion facility within the City and to perform the other acts hereinafter described, City agrees:

To rebate to VISIONARY FIBER TECHNOLOGIES an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements by VISIONARY FIBER TECHNOLOGIES during that year according to Attachment A and the following schedule:

Year 1 100%	2019
Year 2 75%	20
Year 3 75%	21
Year 4 75%	22
Year 5 75%	23
Year 6 66%	24
Year 7 66%	25
Year 8 50%	26
Year 9 50%	27
Year 10 50%	28

The total City property tax rebate shall not be more than. \$236,132 during the ten (10) year period. Tax rebates on any existing buildings and real property are not allowed.

VISIONARY FIBER TECHNOLOGIES shall be Visionary Fiber Technologies, Inc. by reference in the original Agreement and all subsequent agreements.

Except as amended herein, the Agreement shall continue in full force and effect.

APPROVED AND ADOPTED this ____ day of _____, 2023.

VISIONARY FIBER TECHNOLOGIES

CITY OF LOCKHART

John Kinzer, President/CEO

Lew White, Mayor

Attest:

Connie Constancio, City Secretary

Approved as to form:

Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION:

Discuss proposal to assign recently-annexed areas to City Council districts and discuss Ordinance 2023-05, adopting revised City Council district boundaries.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This item is a discussion of a proposed assignment of three recently-annexed areas to City Council districts. The properties requiring assignment are the Red Oak Seawillow property, covering 89.775 acres and annexed on September 6, 2022; the former southwest development agreement (or "Donut Hole") properties, covering 197 acres south of State Park Road, annexed December 6, 2022; and the Austin Davis property, located east of Lay Road near the intersection with FM 1322, annexed January 3, 2023. Using the principle that all city council districts should be contiguous, the proposal would assign the Red Oak annexation and the Southwest annexation to District 4, while assigning the Austin Davis annexation to District 1. With the exception of three properties in the southwest annexation area, all of the properties are vacant, so there should be minimal impact on the current population balance of the council districts. The development of these parcels, along with development activity in other parts of the city, will likely cause significant council district boundary adjustments after the release of the 2030 Census.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2023-05, revising the City Council district boundaries.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: City of Lockhart - Annexation - Ordinance assigning annexed areas to single member distticts, Voting Districts for New Annexation Areas

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, APPROVING THE ASSIGNMENT OF THREE RECENTLY ANNEXED AREAS TO THE CITY'S SINGLE-MEMBER CITY COUNCIL DISTRICTS AND ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR LOCKHART CITY ELECTIONS

WHEREAS, on May 17, 2022, following the release of the 2020 Census data, the City Council of the City of Lockhart, Texas ("City"), adopted new single-member city council districts to bring the City in compliance with the one person-one vote (equal population) requirement of federal law, and other federal and state law;

WHEREAS, on September 6, 2022 (City Ordinance No. 2022-36; **Area "A"**), December 6, 2022 (City Ordinance No. 2022-62; **Area "B"**), and January 3, 2023 (City Ordinance No. 2023-01; **Area "C"**), respectively, the City annexed the three areas "A", "B", and "C" shown on the map in **Exhibit A** into the City;

WHEREAS, those annexed areas each need to be assigned to an appropriate single-member city council district;

WHEREAS, the City Council has considered the proposed assignment of the annexed areas and the accompanying revisions to the boundaries of the single-member city council districts at a City Council meeting on February 21, 2023 and has allowed for public comments;

WHEREAS, the City Council finds that the proposed assignments of the annexed areas accomplishes their inclusion in single-member city council districts in an appropriate manner, resulting in contiguous and practical city council districts;

WHEREAS, at the respective times of their annexations, Area A had no population, Area B had a population of less than approximately ten persons (two houses), and Area C had no population; and, considering the zero or small population of each annexed area, the addition of these areas to the respective single-member city council districts to which they are hereby assigned will not adversely affect the City's compliance with the one person-one vote standard, or other relevant law;

WHEREAS, the City's city limits are changed by the addition of the annexed areas, including changes to the exterior boundaries of city council Districts 1 and 4, the boundaries of the City's single-member city council districts need to be amended as necessary to incorporate the annexed areas into the City and into the respective single-member city council districts to which they are assigned;

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

1. The foregoing recitals are findings of the City Council and are approved and adopted herein for all purposes.

2. Assignment of annexed areas: The recently annexed areas A, B, and C are hereby assigned to the following single-member city council districts:

Area A is assigned to single-member city council District 4;
Area B is assigned to single-member city council District 4; and
Area C is assigned to single-member city council District 1.

3. City council districts amended: The City's single-member city council districts adopted on May 17, 2022, are hereby amended from and after the Effective Date of this Ordinance to include the annexed areas as assigned herein and shown on the map in **Exhibit A**, which is incorporated by reference in and made a part of this Ordinance, and shall be kept on file in the City Secretary's office.

4. Effective Date: This Ordinance shall be effective immediately upon passage of this Ordinance ("Effective Date") and thereafter until lawfully replaced by a new districting plan.

5. Repealer: All other ordinances, sections, or parts of ordinances or other official acts of the City previously adopted that conflict with or are otherwise inconsistent with this Ordinance or any of its provisions are hereby repealed or amended as required or appropriate to be consistent with the provisions of this Ordinance.

6. Publication: The City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation as may be required by law; and, further, that the new districting plan hereby adopted be provided to the County and to any other governmental official or body as may be required or appropriate.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF LOCKHART, TEXAS, ON THIS THE 21ST DAY OF FEBRUARY 2023.

CITY OF LOCKHART, TEXAS

Hon. Lew White, Mayor

ATTEST:

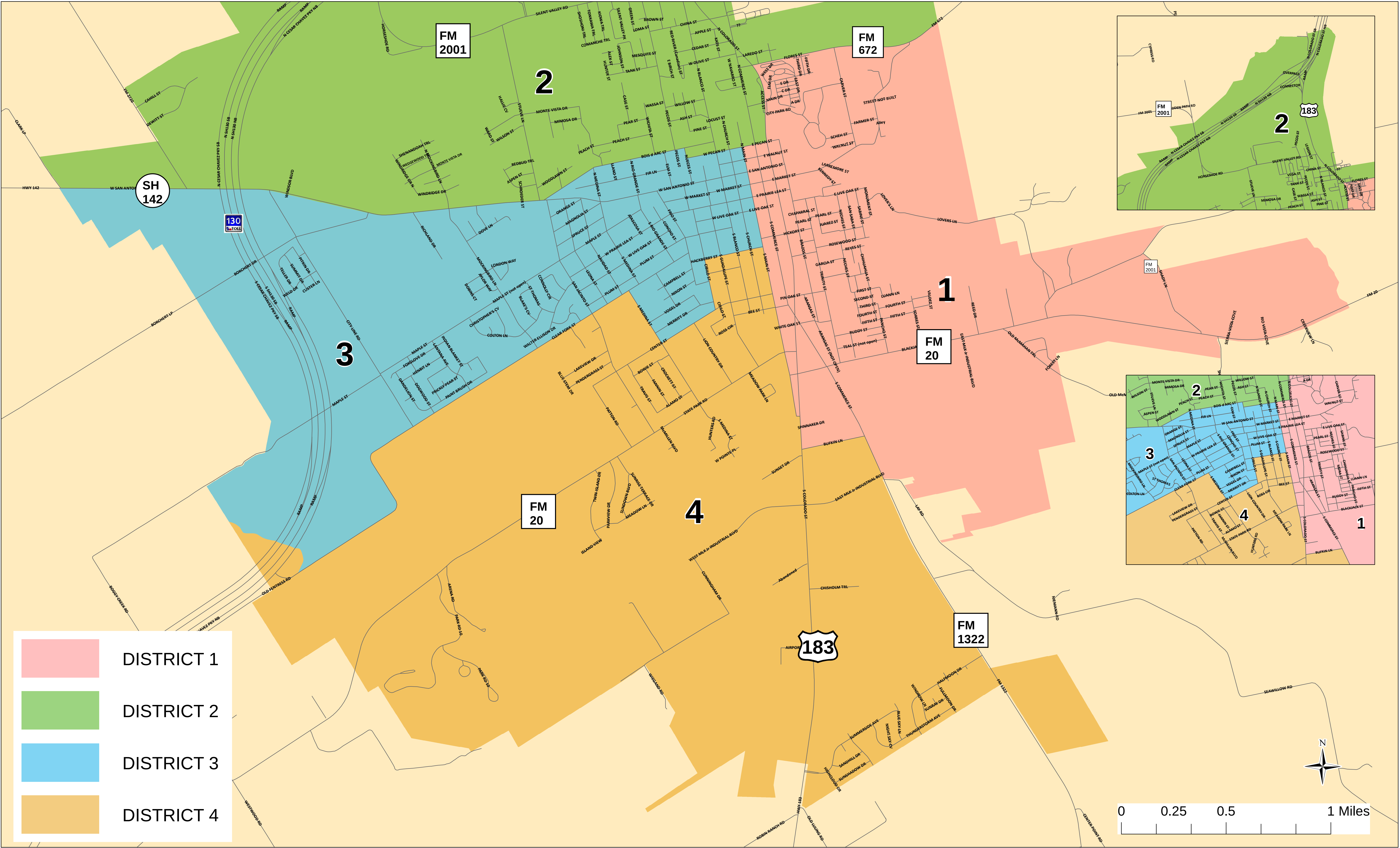
Julie Bowermon, Deputy City Secretary

APPROVAL AS TO FORM

Monte Akers, City Attorney

EXHIBIT A

Map: Voting Districts Within City Limits



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-23-01 from Austin Davis of Lockhart 1322 LLC and discussion and/or action to consider Ordinance 2023-04, for a **Zoning Change** from *AO Agricultural – Open Space District* to *RMD Residential Medium Density District* on 92.52 acres in the James George League, Abstract No. 9. located on the east side of Lay Road approximately 530 feet east of FM 1322.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The applicant has requested to rezone the property in order to develop a single-family residential neighborhood. The property has been zoned AO Agricultural-Open Space District since its annexation on January 3, 2023. The proposed rezoning would allow development of the Single Family 2 (SF-2) development type on the property, which is not permitted within the AO zoning district. The applicant has estimated that the subdivision could contain approximately 380 residences. The proposed zoning is consistent with the Future Land Use Map designation for the parts of the property that are closest to FM 1322/Lay Road. Areas further out from the city limits at the time of the adoption of the most recent Future Land Use Map were usually designated Agriculture/Rural Development rather than being designated as a more specific future use. The property is located within a short distance from city water, but would require a force main to connect to the wastewater system at Blackjack Street. The property is located off Lay Road, which would need to be improved to handle the increased traffic which a residential subdivision would provide. Two nearby residents spoke at the Planning and Zoning Commission meeting, expressing concerns regarding increased traffic on Lay Road. City staff has received two letters of opposition since the meeting, also expressing opposition based upon traffic concerns and other effects on surrounding property owners.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The zoning change will allow for the development of the site as a single family subdivision consistent with the SF-2 zoning type. The development is anticipated to create 380 homes, which will each generate property tax revenue. The development will also create financial obligations to the city, in the form of provision of city

City of Lockhart, Texas

Council Agenda Item Cover Sheet

services to the residents and maintenance of infrastructure within the subdivision.

PREVIOUS COUNCIL ACTION: City Council annexed the subject property on January 3, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission unanimously recommended approval of the zoning change at their February 8, 2023 meeting. Two nearby ETJ residents spoke at the meeting, raising concerns regarding the impact of additional traffic on Lay Road.

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends APPROVAL of ZC-23-01, Changing the zoning district from AO Agricultural - Open Space District to RMD Residential Medium Density District for 92.52 acres out of the James George Survey located on the east side of Lay Road approximately 530 feet east of FM 1322.

LIST OF SUPPORTING DOCUMENTS: zc2301 ordinance, ZC2301 exhibit a, ZC2301 case map, ZC2301 aerial, ZC2301 zoning, ZC2301 future landuse, zc-23-01 staff report--council, ZC2301 application, ZC2301 opposition letter, ZC2301 opposition letter #2

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 92.52 ACRES IN THE JAMES GEORGE LEAGUE, ABSTRACT NUMBER 9, LOCATED ON THE EAST SIDE OF LAY ROAD APPROXIMATELY 530 FEET EAST OF FM 1322, FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on February 8, 2023, 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-23-01, known as 92.52 acres in the James George League, Abstract Number 9, more particularly described in Exhibit A, located on the east side of Lay Road, approximately 530 feet east of FM 1322, will be reclassified from AO Agricultural-Open Space District to RMD Residential Medium 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 21st DAY OF FEBRUARY 2023

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, Deputy City Secretary

Monte Akers, City Attorney



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " A "

METES AND BOUNDS DESCRIPTION

BEING 92.52 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES GEORGES SURVEY NO. 7, ABSTRACT NO. 9 IN CALDWELL COUNTY, TEXAS, AND BEING COMPRISED OF ALL OF A CALLED 39.52 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO LOCKHART 1322, LLC, RECORDED IN DOCUMENT NO. 2022-006907, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.), AND ALL OF A CALLED 53.00 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO LOCKHART 1322, LLC, RECORDED IN DOCUMENT NO. 2022-004872 OF SAID O.P.R.C.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found in the existing Easterly right-of-way line of Lay Road (County Road 206 – R.O.W. Varies) for the Westerly common corner of said 39.52 acre tract and of a called 2.474 acre tract of land described in a Warranty Deed with Vendor's Lien to Aaron D. Baker, recorded in Document No. 2015-003264 of said O.P.R.C.C.T., from which a 1/2-inch rebar found in the Easterly right-of-way line of said Lay Road for the Westerly common corner of a called 1.000 acre tract of land in a Special Warranty Deed with Vendor's Lien to John Clinton Wood, recorded in Document No. 2017-000810 of said O.P.R.C.C.T. and of the remainder of a called 74.364 acre tract of land described in a General Warranty deed to Johnnie R. Lay and Barbara Lay Miles, recorded in Document No. 2014-003733 of said O.P.R.C.C.T., bears North 32°03'01" West a distance of 944.42 feet;

THENCE with the common line of said 39.52 acre tract and of said 2.474 acre tract, the following two (2) courses and distances:

1. **North 78°27'08" East** a distance of **344.44** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found for the Southeast corner of said 2.474 acre tract; and
2. **North 21°51'37" West** a distance of **72.86** feet to a 1/2-inch rebar found for a corner of the remainder of said 74.364 acre tract;

THENCE with the common line of said 39.52 acre tract and of the remainder of said 74.64 acre tract, the following three (3) courses and distances:

1. **North 78°07'20" East** a distance of **327.60** feet to an 8 inch fence post found;



2. **North 10°57'23" West** a distance of **432.05** feet to a 1/2-inch rebar found; and
3. **North 81°54'04" East** a distance of **505.60** feet to an 8 inch fence post found for a common corner of said 53.00 acre tract and of the remainder of said 74.64 acre tract;

THENCE with the common line of said 53.00 acre tract and of the remainder of said 74.64 acre tract, the following two (2) courses and distances:

1. **North 32°32'49" West** a distance of **736.67** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and
2. **South 78°32'22" West** a distance of **1,341.66** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the existing Easterly right-of-way line of said Lay Road and the Westerly common corner of the remainder of said 74.364 acre tract and of said 53.00 acre tract, from which said 1/2-inch rebar found in the existing Easterly right-of-way line of said Lay Road for the Westerly common corner of the remainder of said 74.364 acre tract and of said Wood tract, bears South 32°23'21" East a distance of 300.00 feet;

THENCE **North 32°23'21" West** with the Westerly line of said 53.00 acre tract and the common existing Easterly right-of-way line of said Lay Road, a distance of **413.44** feet to an 8-inch fence post found for the Westerly common corner of said 53.00 acre tract and of a called 1.07 acre tract of land described in a Warranty Deed with Vendor's Lien to Stephen Woytkewicz and Patricia Woytkewicz, recorded in Volume 366, Page 943 of said O.P.R.R.P.C.C.T.;

THENCE with the common line of said 53.00 acre tract and of said 1.07 acre tract, the following four (4) courses and distances:

1. **North 78°29'47" East** a distance of **242.64** feet to a 1/2-inch rebar found;
2. **North 30°26'32" West** a distance of **74.54** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found;
3. **North 78°16'54" East** a distance of **68.05** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found; and
4. **North 30°36'56" West** a distance of **98.48** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found in the Southerly line of a called 178.42 acre tract of land described as First Tract in a Deed to Kenneth Riddle, recorded in Volume 314, Page 206 of said O.P.R.R.P.C.C.T., for the Northerly common corner of said 53.00 acre tract and of said 1.07 acre tract;

THENCE **North 78°33'45" East** with the Northerly line of said 53.00 acre tract and the common Southerly line of said 178.42 acre tract, a distance of **3,241.61** feet to a fence post found for the Northerly common corner of said 53.00 acre tract and of a called 85.898 acre tract of land described in a General Warranty Gift Deed to Chad Smith, recorded in Document No. 2017-001589 of said O.P.R.C.C.T.;

THENCE **South 10°42'51" East** with the Easterly line of said 53.00 acre tract and the common Westerly line of said 85.898 acre tract, a distance of **324.17** feet to a 1/2-inch rebar found for the Easterly common corner of said 53.00 acre tract and of said 39.52 acre tract;

THENCE **South 10°49'05" East** with the Easterly line of said 39.52 acre tract and the common Westerly line of said 85.898 acre tract, a distance of **1,199.12** feet to a 1/2-inch rebar found for the Easterly common corner of said 39.52 acre tract and of a called 35.211 acre tract of land described in a General Warranty Deed to Ricky Seitz and Amy Seitz, recorded in Document No. 2019-001139 of said O.P.R.C.C.T.;

THENCE **South 74°16'53" West** with the Southerly line of said 39.52 acre tract and the common Northerly line of said 35.211 acre tract, a distance of **1,584.76** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found for the Northerly common corner of said 35.211 acre tract and of a called 10.217 acre tract described in a General Warranty Deed to Ricky Seitz and Amy Seitz recorded in Document No. 2019-001137 of said O.P.R.C.C.T.;

THENCE with the Southerly line of said 39.52 acre tract and the common line of said 10.217 acre tract, the following two (2) courses and distance:

1. **South 78°14'09" West** a distance of **526.80** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found; and
2. **South 38°32'56" East** a distance of **143.38** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found;

THENCE **South 78°29'54" West** continuing with the Southerly line of said 39.52 acre tract and with the common Northerly line of said 10.217 acre tract, at 413.15 feet passing a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found for the Northerly common corner of said 10.217 acre tract and of a called 1.000 acre tract of land described in a Gift Deed to Amy E. Eddleton, recorded in Volume 343, Page 447 of said O.P.R.R.P.C.C.T., and continuing with the common Northerly line of said Eddleton tract for a total distance of **822.86** feet to a 1/2-inch rebar found in the existing Easterly right-of-way line of Lay Road, for the Westerly common corner of said 39.52 acre tract and of said Eddleton tract;

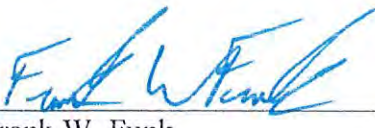
THENCE with the existing Easterly right-of-way line of said Lay Road and the common Westerly line of said 39.52 acre tract, the following two (2) courses and distances:

1. **North 36°41'13" West** a distance of **49.07** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and

2. **North 32°13'26" West** a distance of **15.35** feet to the **POINT OF BEGINNING** and containing 92.52 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.0000944162.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2019.

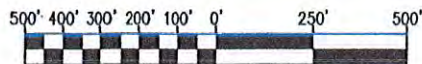
 11/18/2022

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 22-039

Attachments: K:\22039 - HLE 40 Lockhart\CAD\DWGs\HLE Lockhart Zoning Exhibit.dwg



GRAPHIC SCALE

JAMES GEORGES SURVEY NO. 7
ABSTRACT NO. 9

KENNETH RIDDLE
FIRST TRACT (178.42 ACRES)
VOL. 314, PG. 206
O.P.R.R.P.C.C.T.

LOCKHART 1322 LLC
(53.00 ACRES)
DOC. NO. 2022-004872
O.P.R.C.C.T.

92.52 ACRES

LOCKHART 1322 LLC
(39.52 ACRES)
DOC. NO. 2022-006907
O.P.R.C.C.T.

JOHNNIE R. LAY AND BARBARA LAY MILES
REMAINDER OF (74.364 ACRES)
DOC. NO. 2014-003733
O.P.R.C.C.T.

RICKY SEITZ & AMY SEITZ
(35.211 ACRES)
DOC. NO. 2019-001139
O.P.R.C.C.T.

RICKY SEITZ & AMY SEITZ
(10.217 ACRES)
DOC. NO. 2019-001137
O.P.R.C.C.T.

LAY ROAD (COUNTY ROAD 206)
(R.O.W. VARIES)

POINT OF BEGINNING

OWNERSHIP TABLE

(A)	STEPHEN WOYTKIEWICZ AND PATRICIA WOYTKIEWICZ 1.07 ACRES VOL. 366, PG. 943 O.P.R.R.P.C.C.T.	(C)	AMY E. EDDLETON (1.000 ACRE) VOL. 343, PG. 447 D.R.C.C.T.
(B)	CHAD SMITH 85.898 ACRES DOC. NO. 2017-001589 O.P.R.C.C.T.	(D)	AARON D. BAKER (2.474 ACRES) DOC. NO. 2015-003264 O.P.R.C.C.T.



*SEE SHEET 8 FOR LEGEND, LINE TABLE, AND NOTES

JOB NUMBER: 22-039	DATE: 11/15/22
PROJECT NAME: HLE 40 LOCKHART	
DRAWING NAME: HLE LOCKHART ZONING EXHIBIT	
DRAWING FILE PATH: K:\22039 - HLE 40 LOCKHART\CAD\DWGS	
METES AND BOUNDS FILE PATH: K:\22039 - HLE 40 LOCKHART\DESCRIPTIONS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: JE	CHK BY: HAS
SHEET 05 of 08	FIELDBOOKS 61/412
SCALE: 1" = 500'	

LSI LANDESIGN
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

KENNETH RIDDLE
FIRST TRACT (178.42 ACRES)
VOL. 314, PG. 206
O.P.R.R.P.C.C.T.

STEPHEN WOYTKIEWICZ AND
PATRICIA WOYTKIEWICZ
1.07 ACRES
VOL. 366, PG. 943
O.P.R.R.P.C.C.T.

LOCKHART 1322 LLC
(53.00 ACRES)
DOC. NO. 2022-004872
O.P.R.C.C.T.

92.52 ACRES

S78°32'22"W 1341.66'

JOHNNIE R. LAY AND BARBARA LAY MILES
REMAINDER OF (74.364 ACRES)
DOC. NO. 2014-003733
O.P.R.C.C.T.

JOHN CLINTON WOOD
(1.000 ACRES)
DOC. NO. 2017-000810
O.P.R.C.C.T.

JAMES GEORGES
SURVEY NO. 7
ABSTRACT NO. 9

505.60'
N81°54'04"E

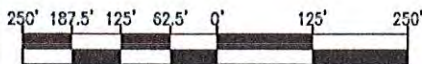
LOCKHART 1322 LLC
(39.52 ACRES)
DOC. NO. 2022-006907
O.P.R.C.C.T.

AARON D. BAKER
(2.474 ACRES)
DOC. NO. 2015-003264
O.P.R.C.C.T.

POINT OF BEGINNING

RICKY SEITZ & AMY SEITZ
(10.217 ACRES)
DOC. NO. 2019-001137
O.P.R.C.C.T.

AMY E. EDDLETON
(1.000 ACRE)
VOL. 343, PG. 447
D.R.C.C.T.



GRAPHIC SCALE

JOB NUMBER: 22-039		DATE: 11/15/22	
PROJECT NAME: HLE 40 LOCKHART			
DRAWING NAME: HLE LOCKHART ZONING EXHIBIT			
DRAWING FILE PATH:			
K:\22039 - HLE 40 LOCKHART\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\22039 - HLE 40 LOCKHART\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: JE	CHK BY: HAS
SHEET 06 of 08	FIELDBOOKS 61/412	SCALE: 1" = 250'	

LSI LANDESIGN
SERVICES, INC. ★

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

MATCH LINE SHEET 6
SHEET 7

KENNETH RIDDLE
FIRST TRACT (178.42 ACRES)
VOL. 314, PG. 206
O.P.R.R.P.C.C.T.

N78°33'45"E 3241.61'

324.17'
S10°42'51"E

CHAD SMITH
85.898 ACRES
DOC. NO. 2017-001589
O.P.R.C.C.T.

S10°49'05"E 1199.12'

LOCKHART 1322 LLC
(53.00 ACRES)
DOC. NO. 2022-004872
O.P.R.C.C.T.

JAMES GEORGES SURVEY NO. 7
ABSTRACT NO. 9

92.52 ACRES

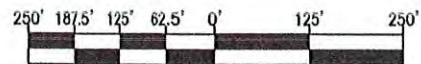
LOCKHART 1322 LLC
(39.52 ACRES)
DOC. NO. 2022-006907
O.P.R.C.C.T.

S74°16'53"W 1584.76'

RICKY SEITZ & AMY SEITZ
(35.211 ACRES)
DOC. NO. 2019-001139
O.P.R.C.C.T.

S78°14'09"W
526.80'

RICKY SEITZ & AMY SEITZ
(10.217 ACRES)
DOC. NO. 2019-001137
O.P.R.C.C.T.



GRAPHIC SCALE

JOB NUMBER: 22-039 DATE: 11/15/22
PROJECT NAME: HLE 40 LOCKHART
DRAWING NAME: HLE LOCKHART ZONING EXHIBIT
DRAWING FILE PATH:
K:\22039 - HLE 40 LOCKHART\CAD\DWGS
METES AND BOUNDS FILE PATH:
K:\22039 - HLE 40 LOCKHART\DESCRIPTIONS
RPLS: FWF TECH: JRM PARTY CHIEF: JE CHK BY: HAS
SHEET 07 of 08 FIELDBOOKS 61/412 SCALE: 1" = 250'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ 1/2" REBAR WITH CAP MARKED "HINKLE SURVEYORS" FOUND (OR AS NOTED)
- 1/2" REBAR WITH CAP MARKED "LSI SURVEY" SET
- ⊕ 8 INCH FENCE CORNER POST FOUND
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS
- O.P.R.R.P.C.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N21°51'37"W	72.86'
L2	N78°29'47"E	242.64'
L3	N30°26'32"W	74.54'
L4	N78°16'54"E	68.05'
L5	N30°36'56"W	98.48'
L6	S38°32'56"E	143.38'
L7	N36°41'13"W	49.07'
L8	N32°13'26"W	15.35'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), SOUTH CENTRAL ZONE (4204).

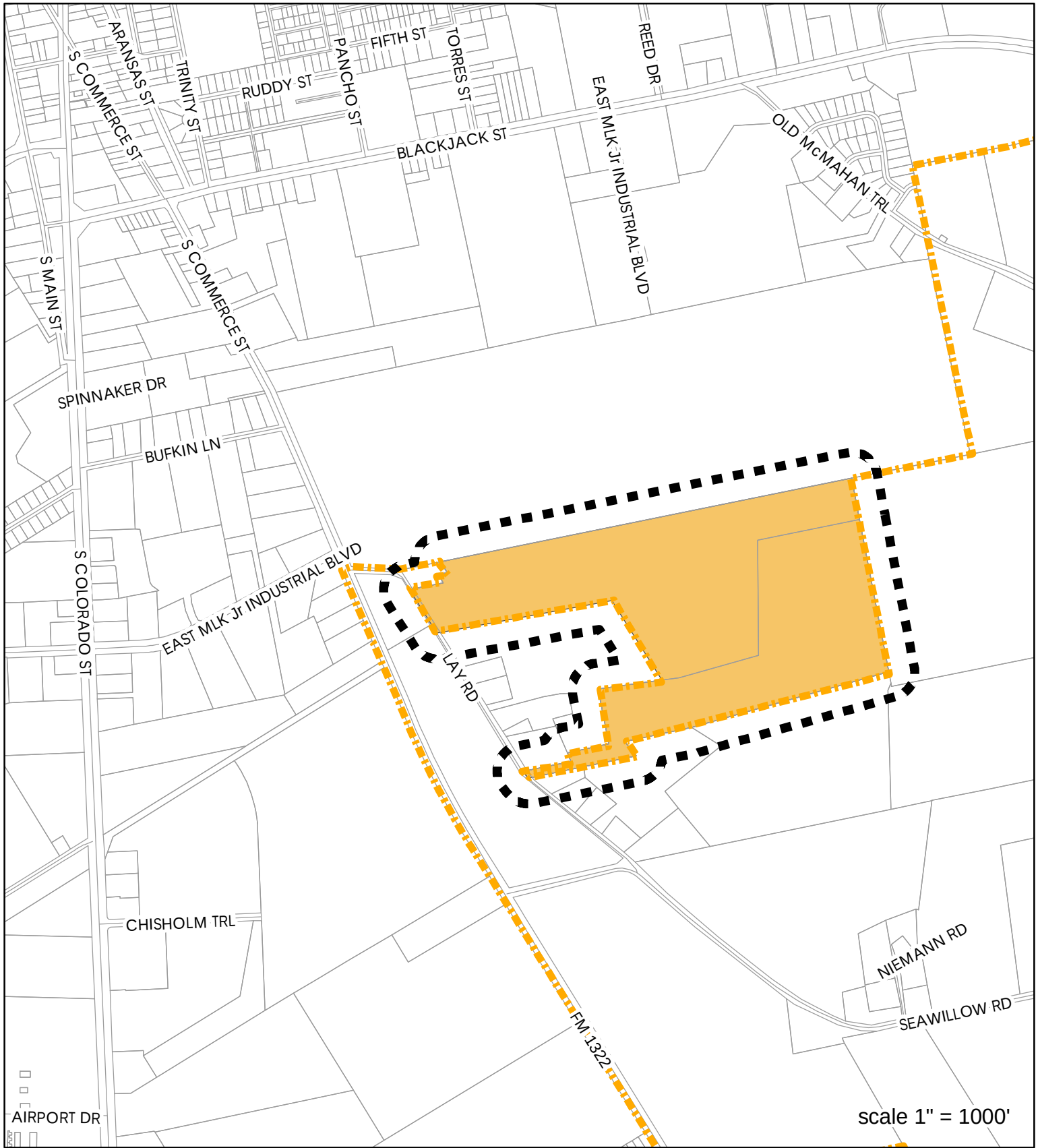
DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.0000944162.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

JOB NUMBER: 22-039		DATE: 11/15/22	
PROJECT NAME: HLE 40 LOCKHART			
DRAWING NAME: HLE LOCKHART ZONING EXHIBIT			
DRAWING FILE PATH:			
K:\22039 - HLE 40 LOCKHART\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\22039 - HLE 40 LOCKHART\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: JE	CHK BY: HAS
SHEET 08 of 08		FIELDBOOKS 61/412	SCALE: 1" = 250'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 TBPELS FIRM NO. 10001800
 512-238-7901



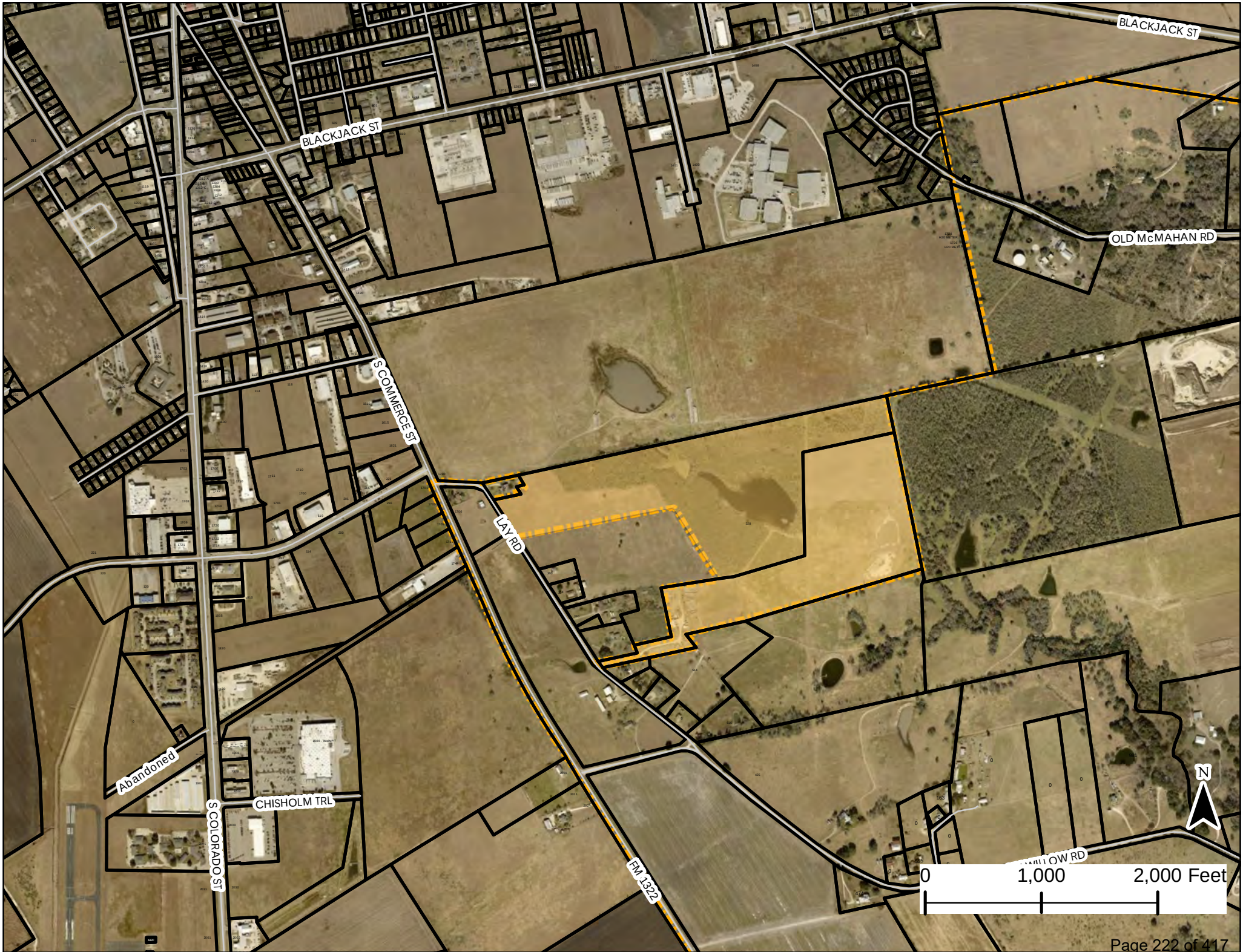
ZC-23-01

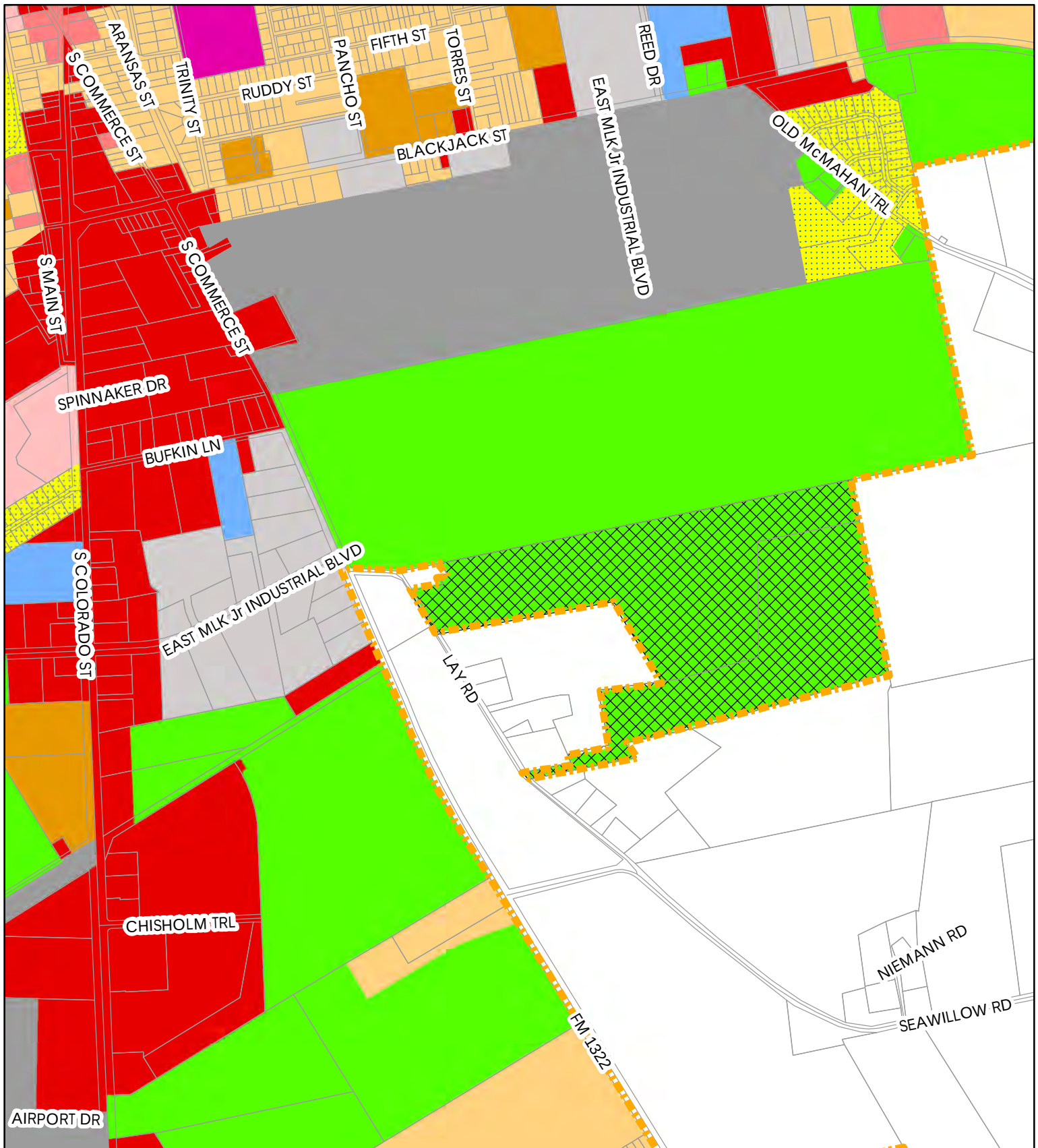
AO TO RMD

EAST SIDE LAY RD APPROXIMATELY
530 FEET FROM FM 1322 INTERSECTION



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





ZC-23-01

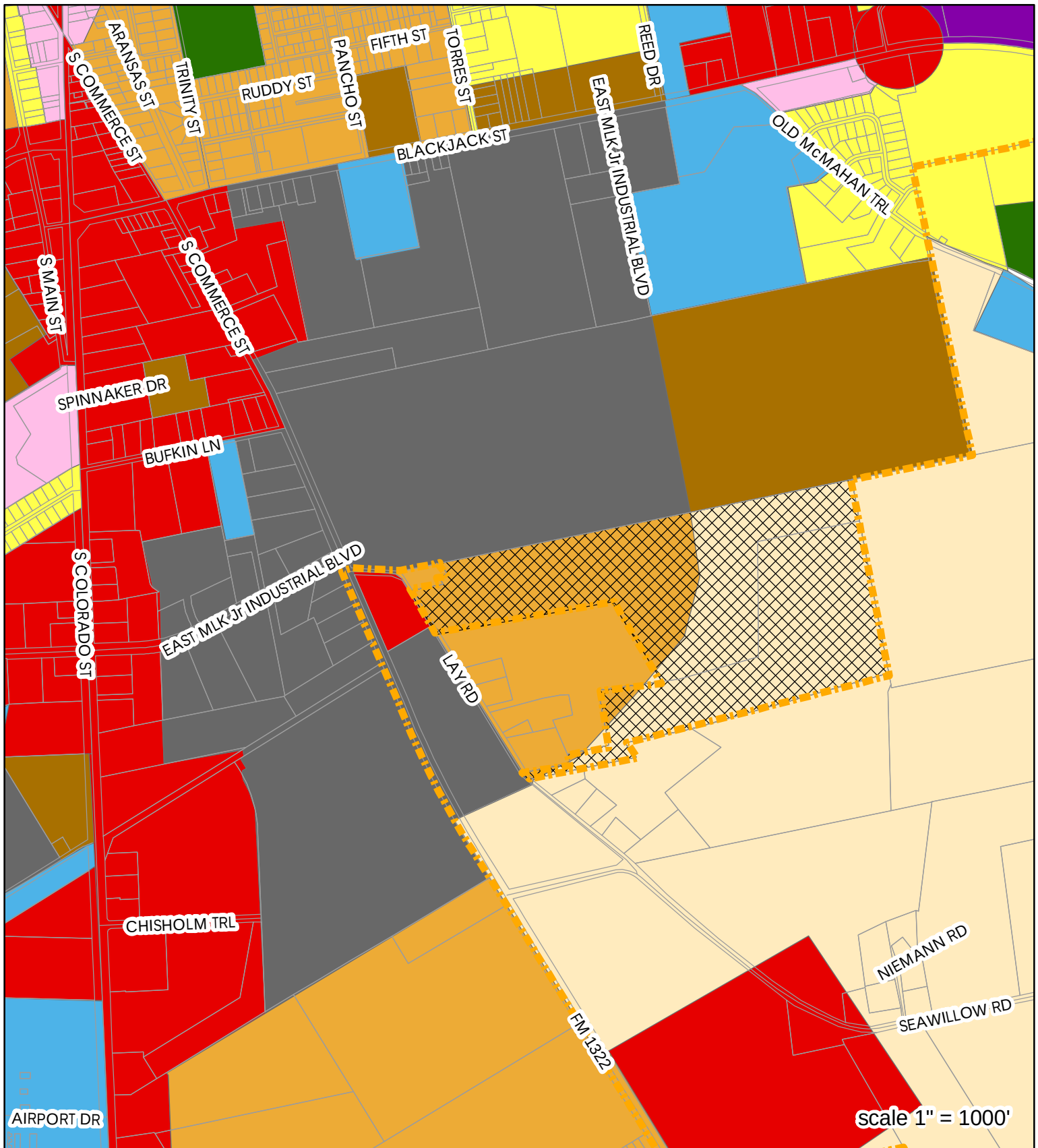
AO TO RMD

EAST SIDE LAY RD APPROXIMATELY
530 FEET FROM FM 1322 INTERSECTION



scale 1" = 1000'

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



FUTURE LANDUSE

AO TO RMD

EAST SIDE LAY RD APPROXIMATELY
530 FEET FROM FM 1322 INTERSECTION



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

CASE SUMMARY

STAFF: David Fowler, Planning Director
 REPORT DATE: February 16, 2023
 PLANNING AND ZONING COMMISSION HEARING DATE: February 8, 2023
 CITY COUNCIL HEARING DATE: February 21, 2023
 REQUESTED CHANGE: AO to RMD
 STAFF RECOMMENDATION: **Approval**
 PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

CASE NUMBER: ZC-23-01

BACKGROUND DATA

APPLICANT: Austin Davis, Lockhart 1322, LLC
 OWNER: Same as applicant
 SITE LOCATION: East side of Lay Road, 530 feet east of FM 1322
 LEGAL DESCRIPTION: Metes and bounds
 SIZE OF PROPERTY: 92.52 acres
 EXISTING USE OF PROPERTY: Vacant land
 LAND USE PLAN DESIGNATION: Medium Density Residential, *Agriculture/Rural Development*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The City annexed the property on January 3, 2023. Upon annexation, the property was assigned to AO Agricultural-Open Space District. The applicant proposes to rezone the subject property to develop a single-family detached residential subdivision. The current AO zoning allows single-family dwellings, but only on lots of one acre or larger. The RMD district has been selected, as the applicant intends to develop the subdivision consistent with the Single-Family 2 (SF-2) residential development type.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant Land	AO	<i>Industry, High Density Residential</i>
East	Vacant land	ETJ	<i>Industry, Agricultural/Rural Development</i>
South	Vacant Land	ETJ	<i>Agricultural/Rural Development</i>
West	Single-family residential, Vacant land	ETJ	<i>Agricultural/Rural Development, Industry</i>

TRANSITION OF ZONING DISTRICTS: Most nearby areas are either in the ETJ or are zoned AO. The exception is the area to the northwest of the subject parcel on the west side of FM 1322 is zoned LI, Light Industrial and the area to the west shown as Industry on the Future Land Use Map. Given that other nearby areas are in the ETJ but are likely to be the sites of residential or commercial development in the future, the transition of zoning districts reflected in the zoning pattern after the proposed zoning changes will be appropriate.

ADEQUACY OF INFRASTRUCTURE: Adequate City water service is currently available in the FM 1322 right-of-way near the northwest corner of the site. City wastewater service will require an extension along FM 1322 towards Blackjack Street (FM 20), which may also require the installation of a force main and lift station. Any subdivision of the property will require internal public streets, and stubs to neighboring properties for connection to future development.

POTENTIAL NEIGHBORHOOD IMPACT: Because this is still a sparsely populated area, any adverse impact will likely be limited to increased traffic on Lay Road and FM 1322, with likely impact on the Blackjack Road intersection with FM 1322. TxDOT will likely require a traffic impact analysis for the intersection with FM 1322 and the impact on the FM 1322-Blackjack Road intersection. and could require safety improvements (center left-turn lane, right-turn transition lanes, traffic signals, or other improvements.) that would be the responsibility of the developer to provide.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning is consistent with the Medium Density Residential designation for much of the subject property on the Future Land Use Plan map. The rest of the property was assigned Agriculture/Rural Development, consistent with the pattern of assigning this designation to areas within the ETJ rather than assigning more specific future land uses to areas further outside the city.

ALTERNATIVE CLASSIFICATIONS: None more appropriate.

RESPONSE TO NOTIFICATION: Two residents expressed concern regarding the condition of Lay Road and the impact of additional traffic on the road during the Planning and Zoning Commission meeting. Since the meeting, staff has received a letter from a nearby resident stating opposition for the same reasons.

STAFF RECOMMENDATION: Approval.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 232 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME Lockhart 1322 LLC (Austin Davis)

ADDRESS 2899 Cedar Hollow Rd

DAY-TIME TELEPHONE 817-823-9359

Georgetown TX 78628

E-MAIL austind.realty@gmail.com

OWNER NAME _____

ADDRESS _____

DAY-TIME TELEPHONE _____

E-MAIL _____

PROPERTY

ADDRESS OR GENERAL LOCATION East side of Lay Rd starting approximately 530 feet from FM 1322 intersection
Lay Road east of FM 1322

LEGAL DESCRIPTION (IF PLATTED) See attached legal description

SIZE 92.52 ACRE(S)

LAND USE PLAN DESIGNATION Residential, Medium Density / Agriculture

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

PROPOSED NEW USE, IF ANY Single-Family Residential

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION Agricultural

AO

TO PROPOSED ZONING CLASSIFICATION Residential, Medium Density

REASON FOR REQUEST New master planned community

SUBMITTAL REQUIREMENTS

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

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

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

APPLICATION FEE OF \$ 2,000.40 PAYABLE TO THE CITY OF LOCKHART AS FOLLOWS:

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

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

SIGNATURE 

DATE 1/11/23

OFFICE USE ONLY

ACCEPTED BY D. Fowler

RECEIPT NUMBER 201199325

DATE SUBMITTED 1/11/23

CASE NUMBER ZC - 23 - 01

DATE NOTICES MAILED 1/23/23

DATE NOTICE PUBLISHED 1/26/23

PLANNING AND ZONING COMMISSION MEETING DATE 2/8/23

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 2/21/23

DECISION

Mr. Fowler,

This letter is in regards to ZC-23-01

I am writing this letter to protest the zoning change of this 92.52 acres on the east side of Lay Road to Residential Medium Density. The developer stated his company is planning a subdivision of 300+ homes. Lay Road was not built to handle the traffic of 300 homes. Lay Road has 20 foot surfaced with a 10 foot right of way on each side of the surface. This would put Lay Road at 40 foot wide. It is my understanding that a road in Caldwell County to be 2 lanes, must be 60 foot in width. I do not see the availability to widen Lay Road. Currently on Lay Road, when 2 cars meet, they have to utilize the right of way to pass. Also, Lay Road has a low water crossing. Drainage from Lockhart would have to be diverted from the west side of FM1322 to stop the road flooding on Lay Road.

There is also a significant safety concern to the residents on Lay Road backing out of their drive ways due to the traffic 300 homes would create.

I appreciate your attention to these concerns.

Joan Gabriel
93 Seawillow Road
P.O. Box 63
Lockhart, TX 78644
512 376-1744

February 12, 2023

Dear David Fowler, AICP (Planning Director),

Our names are Ricky Seitz and Amy Seitz. We live at 420 Lay Road. We have 47 acres that will be adjacent to the proposed 300 homes they are trying to build. We vehemently oppose these homes coming in. Like we said, our home is adjacent to the property and one of the proposed entrances to the subdivision. Our bedrooms are on the side of the house next to the entrance. We do not want to hear 600 or more cars going up and down that road all hours of the day and night.

In addition, that entrance is a low water crossing. A creek runs under the road. In bad weather that road floods. It also comes out onto Lay Road at a low water crossing where the creek is. It also floods when we get a lot of rain. We not only get water from our area, but water from town flows over the neighbor's property across the street. It flows through her pasture and then to the creek.

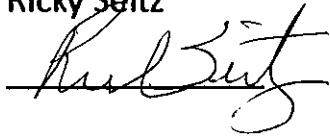
Like we said we are a rural community. The subdivision would be surrounded on 3 sides by landowners, including ours that regularly hunt on their land. We don't think it is wise to put 300 homes in an area where they will be surrounded by hunting going on throughout the year.

Lay Road is a ¼ mile semi-circle that connects to 1322 and Seawillow Road. It is a one lane road. You must get over into the ditch when someone is coming down the road. It is not equipped to hold traffic of 600 plus cars daily.

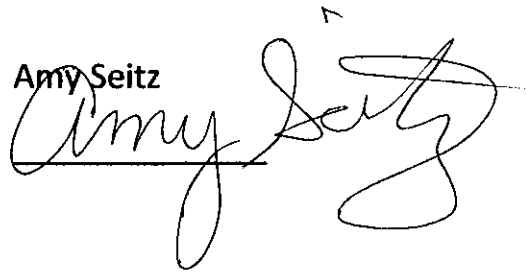
Our community is a small, family oriented rural atmosphere. Families walk down the road in the evenings. Children ride their bikes down the road. This will all be unsafe to do with so many cars going up and down the road. Our community has always been a quiet, peaceful place to live and raise a family. That will also be destroyed with 300 homes moving in.

Again we would like to express our opposition for this sub-division moving in and destroying our quiet community that we have grown to love and enjoy. Thank you for your time.

Ricky Seitz

A handwritten signature in cursive script, appearing to read 'Ricky Seitz', written over a horizontal line.

Amy Seitz

A handwritten signature in cursive script, appearing to read 'Amy Seitz', written over a horizontal line. The signature is stylized with a large loop at the end.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discussion and or action of Resolution 2023-01 regarding the request of JES Dev Co, Inc. for support from the City of Lockhart for tax credits relative to the construction of 30 affordable senior housing units named Maple Park Manor to be located north of Clearfok Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Jim Markel and Michael P. Ash of JES Development Company, Inc. recently met with the Lockhart City Manager to discuss the proposed construction of 30 senior housing units in Lockhart. A request was made for the city to consider a resolution of support for the development as well as a resolution approving \$250 in local support for the development in the form of a fee waiver. The resolution will be submitted to the Texas Department of Housing and Community Affairs as evidence of local support to increase chances of receiving funding.

The development will be restricted to senior residents and located adjacent to Maple Park Senior Village, a senior apartment complex developed previously by JES Holdings at 1925 Clearfork Street in Lockhart. The proposed building will be a single three-story, elevator-served building and will include 24 1-BR and 6 2-BR units. The one-bedroom units will be approximately 750 square feet while the two-bedroom units will be approximately 880 square feet. The development will include both indoor and outdoor amenities appropriate to the development's residents and size.

TDHCA will issue funding commitments in late July. Assuming JES Holdings is approved for financing, they anticipate starting the plan review process with city staff in the winter of 2023-2024, starting construction in late spring of 2024, and finishing sometime in 2025.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Resolution 2023-01.

LIST OF SUPPORTING DOCUMENTS: City Support Cover Letter, JES Resume, 2023 Maple Park Manor Development Overview Presentation, Resolution 2023-01



J E S D E V C O , I N C

February 14, 2023

Mr. Steve Lewis
City Manager
City of Lockhart
308 W San Antonio Street
Lockhart, TX 78644

RE: Proposed New Construction of 30 Senior Apartments

Dear Mr. Lewis:

Thank you for taking the time to meet with Jim Markel and myself last week to discuss the proposed new construction of 30 senior housing units we are hoping to build in Lockhart. We are asking the city for a resolution of support for the development as well as a resolution approving \$250 in local support for the development in the form of a fee waiver. The resolutions will be submitted to the Texas Department of Housing and Community Affairs as evidence of local support which will increase our chances of receiving funding.

The development will be restricted to senior residents and is located adjacent to Maple Park Senior Village, a senior apartment complex we developed previously at 1925 Clearfork Street in Lockhart. The building will be a single three-story elevator-served building and will include 24 1-BR and 6 2-BR units. The one-bedroom units will be approximately 750 square feet while the two-bedroom units will be approximately 880 square feet. The development will include both indoor and outdoor amenities appropriate to the development population and size.

TDHCA will issue commitments in late July so we will not know for sure whether we receive the financing until that time. Assuming we are approved for financing, we will start the plan review process with city staff in the winter of 2023-2024, start construction in late spring of 2024, and finish sometime in 2025.

I have attached the following documents for your review:

- A Word document with a draft resolution;
- A PDF with a company resume;
- A PowerPoint deck with information about our company and the development; and a
- PDF of the PowerPoint show.

Please let me know if you have any questions or need any additional information. We will plan on being present at the city council meeting on the 21st to make a presentation and/or answer any questions that may come up about our proposed development.

Thank you very much!

Sincerely,

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Michael P. Ash
Development Manager



JES HOLDINGS, LLC

JES Holdings is a privately-held family of companies with over 600 employees. Since our beginning in 1984, our expertise has grown from affordable multi-family and senior housing communities to include skilled nursing care and memory care centers, market-rate apartment and loft communities, historic renovations and market rate independent senior living communities. Our growth is the result of our commitment to creating partnerships through which we strive to serve each client's specific need with integrity, timeliness and unmatched professionalism.



Affordable Equity Partners, Inc. (AEP), founded in 1997, is a financial resources company that provides a full range of services for developers and investors in the Section 42 LIHTC Program.



Fairway Management, Inc. (FWM), founded in 1994, is a property management firm responsible for the maintenance, compliance, marketing and business administration of over 250 developments.



Fairway Construction Co., Inc. (FWC), founded in 1984, is a construction company with expertise in building multi-family and senior housing, skilled nursing care centers and historic renovations for conventional and affordable housing markets.



JES Dev Co, Inc. (JES Dev Co), founded in 1994, develops quality, affordable developments in partnership with community leaders and government officials.

We develop, build, manage and invest in quality housing where our families would be proud to live.

Improving every community we touch is central to what we do every day. Our commitment to local and national philanthropies is no exception. JES Holdings employees embrace a corporate culture in which we extend our partnerships well beyond the real estate, healthcare and financial services industries. Our mission statement and core values inspire us to give back to the communities we are so thankful to be a part of.



LEADERSHIP



Jeffrey E. Smith, *Founder & CEO*

Jeffrey E. Smith, a fifth generation Boone County resident, is the Founder and CEO of JES Holdings, LLC. JES Holdings includes Affordable Equity Partners, Inc., JES Dev Co, Inc., Fairway Construction Co., Inc., Fairway Management, Inc., Capital Health Management, Inc. and JES | Prime Senior Living, LLC. With offices in Columbia and St. Louis, Missouri along with Atlanta, Georgia, this family of companies is dedicated to building quality, affordable and conventional housing across the United States.

With over 30 years of experience in the real estate and housing industries, Mr. Smith has been active with the Low-Income Housing Tax Credit program since the creation of the Tax Reform Act of 1986. He was instrumental in drafting the legislation for the state tax credit in Missouri (1990), Georgia (2000), Oklahoma (2014), South Carolina (2020), Arizona (2021) and Kansas (2022). A recognized leader in the affordable housing industry, Mr. Smith received the first Governor's Award for Excellence in Elderly Housing in Missouri.

Mr. Smith is a veteran who served as a U.S. Army captain and in the Army Reserves. He contributes to numerous charitable, civic and educational organizations including: The Missouri Review Smith Prize for Fiction, Non-Fiction and Poetry, Boys and Girls Club of Columbia, Heart of Missouri United Way, The Food Bank for Central and Northeast Missouri, Arrow Rock Lyceum Theatre and The State Historical Society of Missouri where he serves as a trustee.

The Jeffrey E. Smith Institute of Real Estate & Capital Markets was founded in 2005 and operates within the University of Missouri's Robert J. Trulaske, Sr. School of Business. Mr. Smith is a member of the College of Business' Strategic Development Board, The Herbert J. Davenport Society and recipient of the University's Distinguished Alumni Award.



Walker Smith, *President*

As President of JES Holdings, LLC, Walker Smith focuses on the strategy and day-to-day operations of the company.

Walker began his career in real estate as the founder and CEO of JWS Developments, LLC, where he purchased, renovated, marketed and rented residential real estate. He broadened his experience at The Kroenke Group, a leading U.S. owner and developer of shopping centers and apartments, and at Planigrupo, the largest developer and manager of shopping malls throughout Mexico and Colombia. Prior to joining JES Holdings, Walker worked for Rialto Capital Management, a real estate investment management company in New York City, where he financed commercial real estate through CMBS lending and securitization. He brings these experiences and expertise to his role as President of JES Holdings, LLC.

Walker graduated summa cum laude with a Bachelor of Science in business administration from Babson College. Concentrating in Finance, he was the recipient of the Wallace P. Mors Award which is awarded to the top finance student in the institution.

In addition to volunteering with the United Way, he honors his family's commitment to providing educational opportunities in real estate and finance to students through the Jeffrey E. Smith Institute of Real Estate & Capital Markets. Founded in 2005, the institute operates within the Robert J. Trulaske, Senior College of Business at the University of Missouri.



LEADERSHIP



Will Markel, *Executive Vice President*

For approximately 25 years, Will Markel has held many roles within the family of companies affiliated with JES Holdings, LLC. Today his role provides the financial oversight of Affordable Equity Partners, Fairway Management, Fairway Construction and JES | Prime Senior Living underneath JES Holdings, LLC.

With over a dozen director-level leaders reporting to him, he is responsible for business development, legislative oversight, market evaluation and financial planning. Will has created relationships in several states around the country with investors and development partners in the real estate industry.

Will is involved in his local community through the United Way Leadership Circle and as a member of the Herbert J. Davenport Society at the University of Missouri.



Brian Kimes, *Executive Vice President*

Brian Kimes has worked with JES Holdings since 2000. In his role as Executive Vice President of JES Holdings, LLC, he helps originate investment and development opportunities and manages key developer relationships that JES maintains throughout the United States. Kimes and his team are responsible for analyzing acquisition cost, pre-acquisition due diligence and underwriting. Brian's previous experience at Wells Fargo Bank in loan origination prepared him for his current role. Brian serves on the board of the Georgia Affordable Housing Coalition and the Arizona Housing Coalition and is a member of the Missouri Alliance for Historic Preservation, Texas Affiliation of Affordable Housing Providers and National Council of State Housing Agencies. He is active in the community through his participation in the United Way, Multiple Sclerosis Foundation and his involvement with the

College of Business at the University of Missouri as a member of the Herbert J. Davenport Society.



Christie Haynes, *Vice President*

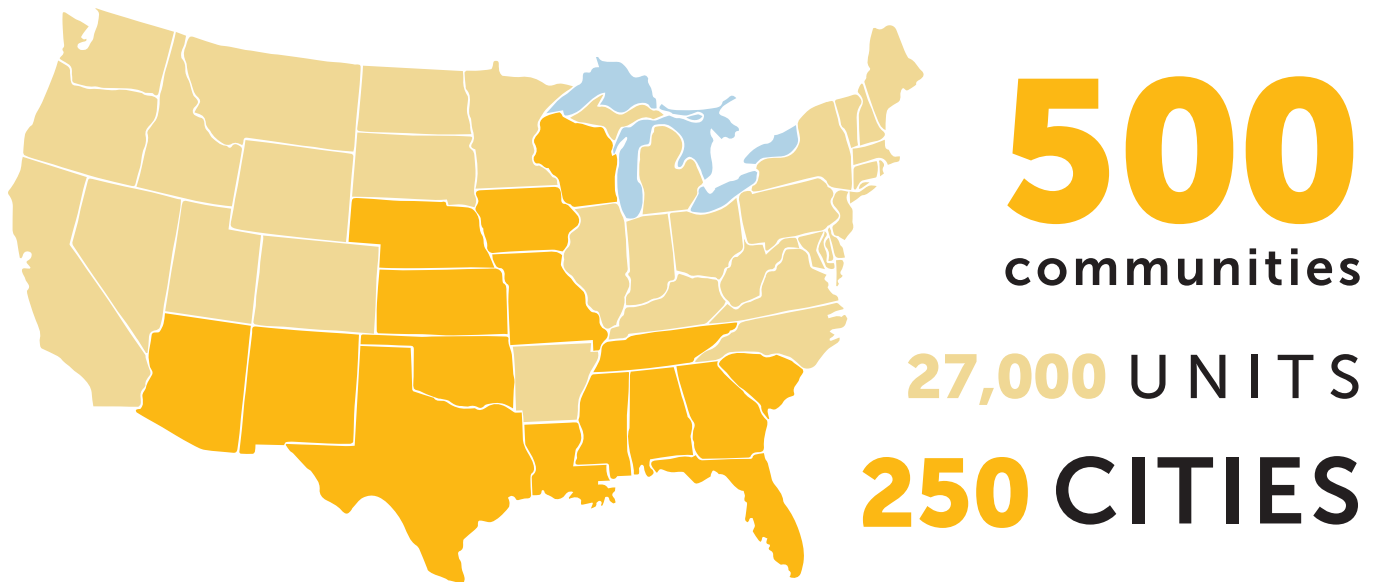
Christie Haynes, Vice President of JES Holdings, LLC, has been a part of the JES team since 2000. Over the years, Christie has held many roles in the JES Holdings family of companies. She is currently responsible for transactions, asset management, dispositions and the management team. Christie is an integral part in maintaining strong relationships with our developers, management companies and investors to ensure success on each project. Ms. Haynes is so proud of her role within the JES Holdings companies that she assisted in creating the Michelle Sharp Outstanding Achievement Award in support of the Cystic Fibrosis Foundation.



AFFORDABLE EQUITY PARTNERS, INC.

Affordable Equity Partners, Inc. provides a full range of investment banking services for those seeking to finance, build, purchase or rehabilitate multi-family housing. Since 1997, AEP has invested in nearly 27,000 homes in 500 communities. We serve the growing need for affordable housing across 16 states in 250 cities. We have successfully syndicated over \$4 billion in tax credits to build or preserve homes for working class families and seniors.

During the construction of these properties, almost 43,000 local jobs were created and over \$3 billion generated in wages for local workers and profits for business owners. These homes continue to create a lasting impact in local communities, while providing their most underserved residents with quality, affordable housing for years to come.



Affordable Equity Partners' ability to offer experience from acquisition to tax credit delivery enables partners to invest with confidence. In order to safeguard investments, AEP's asset management team plays an important role throughout the life of each asset within the AEP portfolio. Asset management is responsible for monitoring each asset from the time of closing at the property level through its disposition following the expiration of the tax credit compliance period.

In addition to providing alternative revenue streams, AEP is able to differentiate itself from competitors by providing a full service platform for its developers to promote exclusivity and solidify long term relationships. Furthermore, when AEP's affiliates are involved in a transaction, more flexibility is allowed in negotiating deal terms and serves as an added risk control measure for transactions.



Dan Torgerson, *Director of Investor Relations*

Daniel L. Torgerson, Director of Investor Relations, has been with Affordable Equity Partners, Inc. since 2004. Dan works with all types of investors, but specializes in insurance company clientele. In his position, he has helped clients achieve federal and state tax savings that exceed \$2 billion dollars.

Before joining AEP, Dan was part of PricewaterhouseCoopers LLP's financial services tax consulting group where he led, or was directly involved with, a team that helped insurance clients and other financial institutions save in excess of \$35 million dollars on their state and local taxes. From 2000 through 2004, he helped author the National Association of Independent Insurers' State Tax Guide, along with reviewing and editing the state taxation section of the Insurance Accounting and Systems Association's Property and Casualty textbook. He has practiced in the multi-state tax area for over twenty-five years and is a guest speaker at numerous events covering a variety of topics concerning tax, accounting, investment and regulatory issues for the insurance industry and others.

Dan graduated from the Carlson School of Management at the University of Minnesota, Minneapolis, with a master's degree in business taxation.

In addition to his work with AEP, Dan had a distinguished career in the United States Army as a structures specialist. He was awarded numerous honors, including two Army Achievement Medals, two Army Commendation Medals, the Good Conduct Medal and several Army Certificates of Achievement.

Dan participates regularly in such organizations as the National Association of Insurance Commissioners, the American Property Casualty Insurance Association, the American Council of Life Insurers and the Federal Bar Association.



Dana Cain, *Controller*

Dana Cain, Controller for all JES operations, has been with Affordable Equity Partners, Inc. for over sixteen years. In her position, she supervises AEP's accounting department and is involved with the analysis of final fund closings and investor financial reporting. Dana and her team work directly with governmental agencies both in Missouri, Georgia and Oklahoma on annual investor reporting.

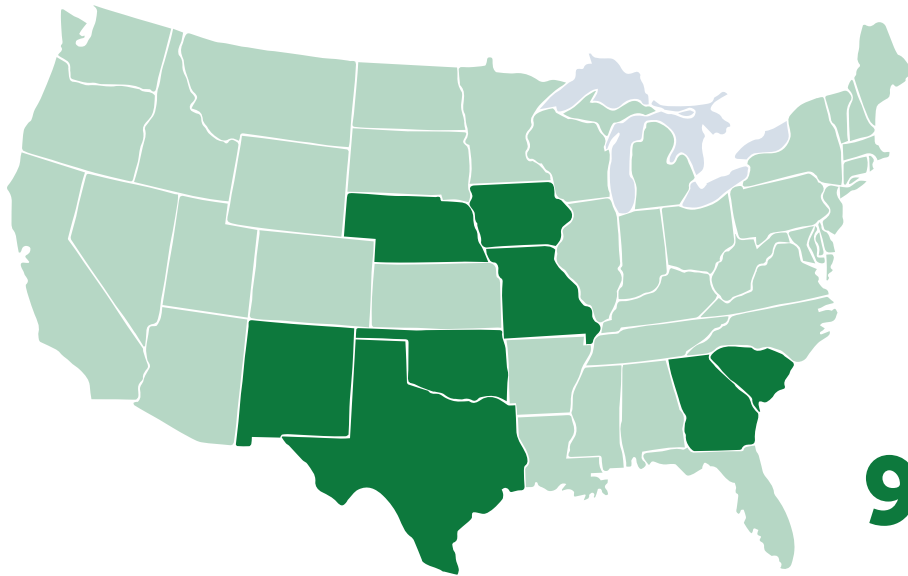
Previously, Dana worked as a Staff Accountant for a local CPA firm in Columbia, Missouri. She has a Bachelor of Science in business administration with emphasis in accounting from Columbia College.

An active philanthropist, Dana previously served as treasurer of Women's Intersport Network for Columbia. She also served as a board member for the Boys & Girls Clubs of Columbia from 2013 to 2016, where she received the Board Member of the Year award in 2015. She has also served on the United Way and Rootin' Tootin' Chili Cookoff committees at JES for the last five years. For the past three years, Dana has also served as a member of a Family Readiness Group for the United States Army.



FAIRWAY MANAGEMENT, INC.

Fairway Management, Inc. provides management, maintenance, compliance and marketing services to a portfolio of over 250 properties with more than 12,200 units including Section 42, Section 8, Section 236, rural development and market rate communities. FWM has over 25 years of experience in affordable housing and provides valuable tax credit management consulting services offering an experienced team of management, accounting and compliance professionals.



250
communities

12,000 UNITS

97.5% Average
Occupancy

FWM minimizes risk and improves investor returns by facilitating aggressive lease-up efforts that begin up to 120 days prior to construction completion. The lease-up team acts as an auxiliary partner to the existing management company to secure residents for occupancy and ensure lease-up compliance. FWM's lease-up efforts protect investors by providing a faster tax credit delivery.

Management Services

Fairway Management offers a comprehensive array of property management services for single family residences, apartment complexes and senior living communities including:

- A/R preparation
- Fee and assessment collection
- Accounts payable processing
- Monthly and YTD financial statements
- Full-time leasing team
- Maintaining compliance according to regulatory requirements
- Routine on-site inspection
- On-site property management and maintenance
- Property management and compliance training
- Marketing literature design and production
 - Brochures and flyers
 - Amenity sheets
 - Direct mail and postcards
 - Property website



Brooke Martin, Vice President of Operations

As vice president of operations for Fairway Management, Brooke Martin is responsible for the company's strategic planning, financial performance and cultivation of relationships with existing and new clients.

Before assuming her current role in 2022, Brooke worked at Wilhoit Properties as the vice president of property management. In this role, she oversaw a large portfolio that covered nine states and was responsible for developing best practices, including policy, procedure and training manuals. She also worked with their acquisition and development teams on bringing new assets to the company. Prior to this position, Brooke gained experience in the industry as a regional manager for Fairway

Management. She has also worked in compliance and as a marketing director in her past.

Outside of work, Brooke enjoys involving herself in her community. One role she has held was board member of the Springfield Apartment & Housing Association where she served several committees, including training and homeless alliance.



Shey Justice, Executive Director of Leasing

Shey Justice joined the JES Holdings family of companies in February 2013, as the director of leasing. She brings over 15 years of housing and construction experience, acquired from her diverse career in the traditional, agricultural, manufactured and commercial housing industries. She received a Bachelor of Design degree from Kent State University and is an award-winning marketing manager, receiving first place for Best 60-Second Commercial and Website Developer from Georgia's OBIE Awards.

As the executive director of leasing, Shey uses a creative-team approach to managing the leasing staff. Shey and her team develop and implement strategic marketing plans, coordinate community outreach efforts and in conjunction with the marketing department, create advertising and media pieces utilizing all media outlets.

Ms. Justice works with the Georgia Canine Rescue and Rehabilitation, Inc., a non-profit organization that focuses on the rescue, rehabilitation and rehoming of dogs.



Michele Young, Director of Compliance

Fairway Management Director of Compliance Michele Young joined Fairway Management in 2012 and has been a valued employee ever since. She began as a property manager and then was a senior property manager and Education Coordinator before being promoted to her current position as Director of Compliance in 2022. As Director of Compliance, Young oversees the Fairway Management affordable housing compliance in all states we operate in. Young is also a Housing Credit Certified Professional.

Michele attended Buena Vista University in Storm Lake, Iowa where she graduated with a Bachelor of Arts degree.

Michele is also involved with a local breast cancer awareness group and hosts an annual fundraiser to raise money for local women who have been diagnosed with breast cancer.



Becki Wells, *Executive Regional Director*

Fairway Management Executive Regional Director Becki Wells joined Fairway Management in 2009 and has been a valued employee ever since. She began as a property manager and then was a senior property manager and regional property manager before being promoted to her current position as executive regional director in 2022.

Under Wells' leadership as a regional manager, her region reached a record of 99% occupancy, which had never been done before. As executive regional director, Wells oversees the Fairway Management teams in Missouri, Texas, Oklahoma, Iowa, Nebraska and New Mexico. Wells is also a Housing Credit Certified Professional.

In addition to her dedication to her work, Wells also commits herself to philanthropy. Wells has been a JDRF Foundation coordinator since 2007. She works to help increase fundraising for the charity to aid in finding a cure for Type 1 diabetes.



Eric Stout, *Executive Regional Director*

In 2022, Eric Stout became a Fairway Management executive regional director after many years of experience in the industry. He began in 2010 as a leasing specialist for Affordable Equity Partners and then became a senior leasing specialist in 2012. In these roles, Stout helped to develop and lead teams to many successful lease-ups in the affordable property industry. In 2014, Stout became a compliance auditor for Fairway Management and then a regional manager in 2015. In his current role as executive regional director, Stout manages Fairway Management's portfolio of properties and managers in Georgia and South Carolina.

Before beginning his work in the affordable property industry, Stout attended the University of Missouri in Columbia, Missouri, and graduated with a Bachelor of Arts in interdisciplinary studies with an emphasis in peace studies.

Property	City	State	Units	Resident Type
1912 Bunn Building	Waycross	GA	46	Family
A.L. Miller Village	Macon	GA	71	Family
Anthony Arms	Macon	GA	61	Family
Artesia Properties	Artesia	NM	40	Senior
Ash Place	Nevada	MO	40	Senior
Ashton Village	St. Louis	MO	120	Family
Azalea Senior Village	Hoschton	GA	65	Senior
Azalea Senior Village II	Hoschton	GA	50	Senior
Aztec Properties	Aztec	NM	40	Senior
Aztec Properties II	Aztec	NM	30	Senior
Baldwin Park	Milledgeville	GA	56	Senior
Baltimore Meadows	Kirksville	MO	48	Senior
Barkley Estates	Albany	GA	65	Family
Bear Creek Village	Lovejoy	GA	70	Senior
Bethel Ridge	Columbia	MO	42	Senior
Bethel Ridge II	Columbia	MO	42	Senior
Bluff View Senior Village	Crandall	TX	48	Senior
Branson Christian County	Nixa	MO	48	Family
Branson Christian County II	Nixa	MO	56	Family
Briarwood Apartments	Cameron	MO	24	Family
Briarwood Estates	Cameron	MO	24	Senior
Brushy Creek	Easley	SC	60	Senior
Camelot Place	Ruidoso	NM	71	Family
Cameron Manor	Cameron	MO	20	Family
Cameron Properties	Cameron	MO	26	Family
Cameron Villa	Cameron	MO	32	Family
Campbell Place	Camilla	GA	52	Senior
Caney Heights	Kingsland	GA	28	Family
Canterbury Park	St. Peters	MO	66	Senior
Chapel Hill Commons	Jefferson City	MO	44	Senior
Chapel Hill Commons II	Jefferson City	MO	44	Senior
Chapel Hill Commons III	Jefferson City	MO	52	Senior
Charbonier Manor	Florissant	MO	72	Family
Compton Heights (C&C)	Potosi	MO	12	Family
Connors Senior Village	Villa Rica	GA	60	Senior
Connors Senior Village II	Villa Rica	GA	60	Senior
Cottages at Baynes Creek	Greensboro	GA	50	Senior
Creekview Commons	Americus	GA	50	Senior
Crystal City/Festus	Festus	MO	40	Family
D.A. Holmes	Kansas City	MO	46	Senior
DA Holmes II	Kansas City	MO	42	Senior
Delaware Duplexes	Joplin	MO	20	Family

Property	City	State	Units	Resident Type
Ebenezer Creek Crossing	Springfield	GA	54	Family
El Dorado Springs Estates	Eldorado Springs	MO	24	Senior
Essex Place	Monett	MO	8	Family
Evergreen Terrace	Kansas City	MO	50	Senior
Evermore Senior Village	Snellville	GA	86	Senior
Excelsior Springs Properties	Excelsior Springs	MO	24	Senior
Fairgrounds	Laurens	SC	42	Senior
Flint Ridge	Albany	GA	54	Family
Ford Lofts	Joplin	MO	37	Family
Forest Station	Forest Park	GA	60	Senior
Forrester Senior Village	Leesburg	GA	50	Senior
Foxwood Senior Village	Washington	GA	44	Senior
Frisco Senior Village	Bolivar	MO	42	Senior
Frisco Senior Village II	Bolivar	MO	42	Senior
Gateway Villas	Troy	MO	40	Family
Gentemann Manor	O'Fallon	MO	60	Senior
Gentemann Manor II	O'Fallon	MO	60	Senior
Gentemann Manor III	O'Fallon	MO	42	Senior
Gentry Estates	Columbia	MO	42	Senior
Gentry Estates II	Columbia	MO	48	Senior
Greystone Place	Neosho	MO	31	Senior
Grinnell Estates	Grinnell	IA	24	Senior
Grove Gardens	Atlanta	GA	70	Senior
Hampton Court	Hampton	GA	60	Senior
Hamptons of Neosho	Neosho	MO	64	Family
Hanley Crossings (Metro @ 70)	St. Louis	MO	208	Family
Hanover Estates	Columbia	MO	48	Senior
Hanover Estates II	Columbia	MO	4	Senior
Hanover Estates III	Columbia	MO	4	Senior
Hanover Gardens	Columbia	MO	18	Family
Hanover Manor	Columbia	MO	12	Senior/Market Rate
Hanover Place	Columbia	MO	12	Senior
Hanover Village	Columbia	MO	4	Family
Harrisonville Heights	Harrisonville	MO	48	Senior
Harrisonville Meadows	Harrisonville	MO	24	Family
Harrisonville Properties I	Harrisonville	MO	24	Senior
Harrisonville Properties II	Harrisonville	MO	24	Senior
Harristown Park	Covington	GA	60	Senior
Havenwood Camellia	North Augusta	SC	40	Senior
Havenwood Cartersville	Cartersville	GA	50	Family
Havenwood Daisy Senior	Cochran	GA	60	Senior
Havenwood Gardens	Cochran	GA	50	Family

Property	City	State	Units	Resident Type
Havenwood Grove Senior	Locust Grove	GA	56	Senior
Havenwood Springs	Albany	GA	122	Family
Heritage Pointe	Douglas	GA	52	Family
Hickory Hollow	Wentzville	MO	37	Family
Hidden Glen	Salado	TX	50	Senior
Higginsville Estates	Higginsville	MO	24	Senior
Highlander Senior Village	Bulverde	TX	66	Senior
Hillman Place II	O'Fallon	MO	56	Senior
Hillmann Place	O'Fallon	MO	42	Senior
Holts Summit Square	Holts Summit	MO	48	Family
Horizon Senior Village	Grovetown	GA	68	Senior
Ironton Estates	Ironton	MO	24	Senior
Jennings Place III	Jennings	MO	54	Senior
Kearney Estates	Kearney	MO	24	Senior
Kearney Properties II	Kearney	MO	16	Senior
King's Grant	Kingsland	GA	60	Family
Kingstown Gardens	Thomson	GA	65	Senior
Kirksville Gardens	Kirksville	MO	42	Family
Lackland Plaza	St. Louis	MO	80	Family
Lake Ozark Village	Lake Ozark	MO	24	Senior
Lakeview Senior Gardens	Eatonton	GA	48	Senior
Lakewood Hills Senior Village	Athens	GA	74	Senior
Lebanon Properties I	Lebanon	MO	24	Senior
Lebanon Properties II	Lebanon	MO	24	Senior
Lebanon Properties III	Lebanon	MO	24	Senior
Legacy Villas	Eastman	GA	60	Senior
Live Oak Landing	Savannah	GA	70	Senior
Live Oak Landing II	Savannah	GA	54	Family
Live Oak Villas Phase I	Midway	GA	60	Family
Lofts at Landmark	St. Joseph	MO	45	Family
Longleaf Senior Village	Aiken	SC	50	Senior
Magnolia Trace	Martinez	GA	50	Family
Maple Park Senior Village	Lockhart	TX	56	Senior
Mary-Leila Lofts	Greensboro	GA	71	Family
Maryville Meadows	Maryville	MO	48	Family
Maryville Properties	Maryville	MO	24	Family
McIntosh Woods	Newnan	GA	96	Family
McRae-Helena Estates	McRae-Helena	GA	48	Family
Meadowood Estates	O'Fallon	MO	60	Senior
Memorial Hills	Joplin	MO	54	Senior
Memorial Hills II	Joplin	MO	54	Senior
Mexico Meadows	Mexico	MO	64	Family

Property	City	State	Units	Resident Type
Mockingbird Estates	Stillwater	OK	72	Senior
Monett Meadows	Monett	MO	48	Family
Myrtle Terraces	Gainesville	GA	84	Senior
Myrtle Terraces II	Gainesville	GA	76	Senior
Neosho Meadows	Neosho	MO	36	Family
Neosho Villas	Neosho	MO	64	Family
Nevada Estates	Nevada	MO	24	Senior
Nevada Manor	Nevada	MO	24	Family
Newton Place	Neosho	MO	15	Senior
North Hampton Place	Columbia	MO	36	Family
North Hampton Place II	Columbia	MO	15	Family/Market Rate
North Hampton Village	Columbia	MO	48	Family
Norwich Commons	Brunswick	GA	52	Family
Oak Grove Estates	Oak Grove	MO	20	Senior
Oak Grove Place	Oak Grove	MO	12	Family/Market Rate
Oak Grove Properties	Oak Grove	MO	24	Family
Oak Grove Villa Apartments	Oak Grove	MO	17	Senior
Oak Tree Apartments (Glenfield)	St. Louis	MO	140	Family
Oakleaf Senior Residences	Lancaster	SC	50	Senior
Osceola Estates	Osceola	IA	24	Family
Palmer Place Senior Apartments	Independence	MO	41	Senior
Park Avenue Estates	Yukon	OK	92	Senior
Park Meadows	Rolla	MO	48	Senior
Park Place II	Carrollton	GA	42	Senior
Park Place of Carrollton	Carrollton	GA	70	Senior
Park Place Senior Apartments	Rolla	MO	48	Senior
Park Senior Village	Leesburg	GA	50	Senior
Parkview Terrace	Kirksville	MO	48	Family
Parkview Towers	University City	MO	156	Senior
Pateville Estates	Cordele	GA	76	Family
Peach Tree Place	St. Joseph	MO	64	Senior
Peaks of Cornelia	Cornelia	GA	80	Family
Peaks of Dawsonville	Dawsonville	GA	80	Family
Peaks of Oakwood	Oakwood	GA	84	Family
Perry Place	Brunswick	GA	56	Family
Pine Meadows	Douglas	GA	60	Senior
Pine Ridge Estates	Bainbridge	GA	40	Family
Pineview Trace	Vienna	GA	50	Family
Platte City Properties	Platte City	MO	24	Family
Pleasant Hill Properties	Pleasant Hill	MO	24	Senior
Pointe North Senior Village	Albany	GA	59	Senior
Pointe North Village II	Albany	GA	46	Senior

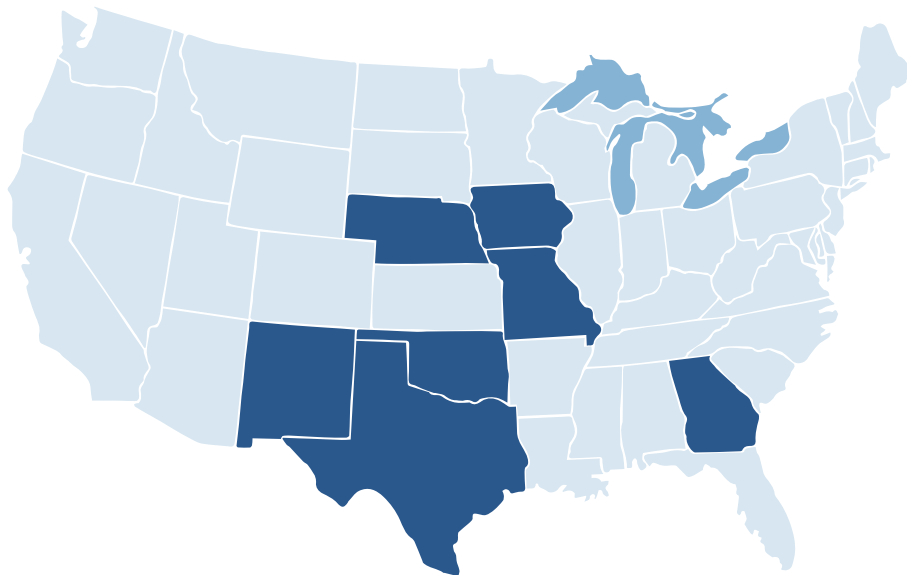
Property	City	State	Units	Resident Type
Pointe North Village III	Albany	GA	54	Family
Portales Estates	Portales	NM	44	Senior
Portales Properties	Portales	NM	32	Family
Potemkin Senior Village II	Warner Robins	GA	52	Senior
Radcliffe Manor	Charleston	SC	63	Senior
Red Oak Village	Stockbridge	GA	60	Senior
Regency House	Independence	MO	50	Senior
Regency Manor	Independence	MO	36	Senior
Renaissance Park	Hinesville	GA	42	Senior
Residences at Liberty Place	Liberty	MO	42	Senior
Residences of Jennings Place II	Jennings	MO	54	Senior
Ribaut Senior Village	Beaufort	SC	49	Senior
Richmond Manor	Richmond	MO	36	Senior
Richmond-Hardin Partnership	Richmond	MO	32	Family
Ridgefield Place	Bainbridge	GA	43	Family
River Bluff Manor	St. Louis	MO	46	Senior
Riverbend Estates	Washington	MO	42	Senior
Riverbend Estates II	Washington	MO	42	Senior
Riverwood Commons	Bastrop	TX	36	Senior
Riverwood Commons II	Bastrop	TX	36	Senior
Romana-Riley Lofts	Savannah	GA	57	Senior
Sawmill Landing	Pembroke	GA	60	Family
Scenic Meadows	Springfield	MO	60	Senior
Sedalia Heights	Sedalia	MO	48	Family
Sedalia Villa	Sedalia	MO	36	Senior
Settlement Estates	Bastrop	TX	70	Senior
Sidney Properties	Sidney	NE	24	Family
Silverwood Place	Rincon	GA	48	Senior
Sinclair Estates	Columbia	MO	40	Senior
Sinclair Estates II	Columbia	MO	40	Senior
Smithville Properties	Smithville	MO	48	Senior
Socorro Properties	Socorro	NM	32	Family
Southwestern Estates	Americus	GA	64	Family
St. Peter's Villa	St. Peters	MO	54	Senior
Stockton Estates	Stockton	MO	12	Senior
Sunridge Meadows	Festus	MO	60	Senior
Sutton Terrace	Clarksville	GA	72	Family
Swope Parkway Estates	Kansas City	MO	67	Senior
The Residences at Jennings Place	Jennings	MO	54	Senior
The Residences at Newnan Crossing	Newnan	GA	74	Senior
The Village at Walkers Bend	Covington	GA	32	Family
The Village at Winding Road	St. Mary's	GA	50	Senior

Property	City	State	Units	Resident Type
The Village at Winding Road II	St. Mary's	GA	70	Family
The Village on 5th	Augusta	GA	54	Senior
The Vineyard	Warrensburg	MO	36	Senior
Tifton Estates	Tifton	GA	34	Family
Timber Creek	Lebanon	MO	36	Family
Towne Park Commons	Rincon	GA	60	Family
Townsend Wall	St. Joseph	MO	47	Family
Troy Estates	Troy	MO	24	Senior
Troy Villa	Troy	MO	64	Family
Valley Southwest Apartments	Marshall	MO	48	Family
Vandeventer Place	St. Louis	MO	54	Senior
Vandeventer Place II	St. Louis	MO	42	Senior
Village of Ben Hill	Fitzgerald	GA	50	Family
Vinings Senior Village	Smyrna	GA	48	Senior
Walnut Park	Sapulpa	OK	50	Senior
Ware Hotel	Waycross	GA	35	Family
Washington Estates	Tennille	GA	54	Family
Washington Estates II	Tennille	GA	40	Family
Waynesboro Senior Homes	Waynesboro	GA	39	Senior
Waynesboro Senior Homes II	Waynesboro	GA	43	Senior
Weatherby Ridge	Macon	MO	36	Senior
Weathered Rock	Jefferson City	MO	40	Family
Weathered Rock II	Jefferson City	MO	40	Family
Wellington Pointe	St. Joseph	MO	48	Senior
West Haven II	Tifton	GA	48	Family
Westchester Village of Oak Grove	Oak Grove	MO	33	Family
Westchester Village of St. Joseph	St. Joseph	MO	60	Senior
Westover Senior Village	Albany	GA	46	Senior
Whittington Estates	St. Joseph	MO	40	Senior
Wilshire Hills	Lee's Summit	MO	66	Senior
Wilshire Hills II	Lee's Summit	MO	42	Senior
Windwood Estates	St. Joseph	MO	48	Senior
Wisteria Place	Newnan	GA	120	Senior
Wisteria Place of Hamilton Mill	Buford	GA	100	Senior
Wisteria Place of Mableton	Mableton	GA	104	Senior
Woodbine Meadows	St. Joseph	MO	48	Senior
Woodbury Place	O'Fallon	MO	42	Senior
Woodbury Place II	O'Fallon	MO	42	Senior
Woodcrest Villas	Troy	MO	60	Family
Wyndham Park	St. Peters	MO	60	Senior
Wyndham Park II	St. Peters	MO	54	Senior
Wyndham Park III	St. Peters	MO	42	Senior



FAIRWAY CONSTRUCTION CO., INC.

Fairway Construction Co., Inc. was founded in 1984 to provide construction services for JES Holdings, LLC. Throughout the years, Fairway Construction's expertise has grown from building affordable multi-family housing communities to include the construction of skilled nursing care centers, market-rate apartment communities, residential lofts, the rehabilitation of historic properties and conventional senior memory care facilities. Due to our reputation for consistently completing quality developments on time and within budget, FWC has expanded to add third-party construction developments and provides project management and consulting services for numerous developers. FWC offers a wide range of services to assist our clients from pre-construction through completion.



200
communities
8,240 NEW
UNITS

Since 1984, Fairway Construction Co., Inc. has emerged as a leading contractor in the affordable housing industry. The quality of our product reflects our commitment to excellence and efficiency.

Our experienced management team is focused on developing budgets, valued engineering and development schedules to provide coordination and supervision to assure maximum value to our customers. FWC also prequalifies subcontractors and analyzes, estimates and establishes cash flow projections. We continue to utilize industry leading products and concepts that are economical and efficient to construct quality communities.

FWC has constructed over 200 projects across a seven-state portfolio, with a completed value in excess of \$2 billion. FWC's success is evident in the exemplary work that has been performed on both rehabilitations and 8,240 newly constructed units.



Tim Stanley, Vice President of Operations

Tim Stanley joined the Fairway Construction team as a project manager in 2018 and was promoted to Vice President of Operations in 2019. In this role, he focuses on the general operations and personnel management of Fairway Construction.

Tim graduated from the University of Florida's building construction program and is a licensed general contractor in the state of Florida. Tim brings almost 20 years of previous experience in the construction industry to his role with Fairway Construction. Tim has also owned and operated his personal construction business since 2004. In his work, Tim prioritizes developing strong and long-lasting relationships with clients and completing quality projects on time and in budget.



Brian Parr, Director of Construction

As Director of Construction, Brian Parr leads and oversees Fairway Construction's project managers and project coordinators. Brian joined FWC in June of 2012 as a senior project manager and was promoted to his current role in 2019. With more than 15 years of previous experience in the construction industry, Brian brings a wealth of knowledge in architectural design, land development and contract administration to the FWC team and is a licensed general contractor within the state of Georgia.

Before joining FWC, Brian held design and management positions with a general contractor in the St. Louis region specializing in single and multi-family residential developments. He is a graduate of the University of Missouri with a Bachelor of Science degree in environmental design. He currently resides in Columbia, Missouri and is an active member within the Knights of Columbus council. Outside of work, Brian enjoys live music, architecture, watching the St. Louis Cardinals and all things Mizzou.



PORTFOLIO

Property	City	State	Developer	Year Complete
Azalea Senior Village	Hoschton	GA	Piedmont Housing Group, LLC	2020
Baldwin Park	Milledgeville	GA	Baldwin Park, LP	2010
Baltimore Meadows	Kirksville	MO	TerraVest Development Corp.	2018
Barkley Estates	Albany	GA	Albany Homes, L.P.	2008
Bear Creek Village	Lovejoy	GA	LEDIC Realty Management, LLC	2020
Bethel Ridge I	Columbia	MO	Bethel Ridge, L.P.	2008
Bethel Ridge II	Columbia	MO	Bethel Ridge II, LP	2010
Bluff View Senior Village	Crandall	TX	JES Dev Co, Inc. and Kusa Estrada d/b/a Trinity Realty	2018
Callaway Villa	Holt Summit	MO	Holts Summit Square , LP	1995
Camelot Place Retaining Walls			Camelot Place, L.P.	2009
Cameron Manor Addition	Cameron	MO	J & R Associates, LP	2001
Cameron Properties	Cameron	MO	Cameron Properties, LP	1995
Cameron Villa	Cameron	MO	Cameron Villa, LP	1995
Campbell Place	Camilla	GA	Campbell Place LP	2016
Canterbury Park	St. Peters	MO	Canterbury Park, L.P.	2002
Carrington Square Phase I	Pooler	GA	Sav. Hsg. Partners II, LLC	2006
Carrington Square Phase II	Pooler	GA	Sav. Hsg. Partners II, LLC	2007
Carrollton Villa Rehab	Carrollton	MO	Carrollton Villa, LP	2000
Chapel Hill Commons	Jefferson City	MO	Chapel Hill Commons, LP	2007
Cliffview Pointe	Potosi	MO	C & C, LP	2001
Colony Plaza Rehab	Excelsior Springs	MO	Colony Plaza, LP	2000
Conners Senior Village	Villa Rica	GA	Conners Sr. Village, L.P.	2012
Conners Senior Village Phase II	Villa Rica	GA	Conners Sr. Village II, LP	2014
Country Club Care Center	Warnesburg	MO	Country Club Properties, LC	1996
Country Club Plaza II Rehab	Springfield	MO	NEF	2002
Country Club Village Rehab	Springfield	MO	Country Club Village, LP	2000
Creekview Commons	Americus	GA	Creekview Commons, LP	2014
Crestview Village Office	Kankakee	IL	Crestview Pres. Assoc. Partn.	2006
Crestview Village Rehab	Kankakee	IL	Crestview Pres. Assoc. Partn.	2006
Crestview Village Rehab	Liberty	MO	NEF	2002
Cross Creek at Lee's Summit	Lee's Summit	MO		2017
Crown Care Center	Harrisonville	MO	Crown Properties, LC	1997
Crown Care Rehab	Harrisonville	MO	Crown Care Properties, L.P.	2008
D. A. Holmes Sr. Apts.	Kansas City	MO	DA Holmes Development, LP	2004
Deerfield Village Rehab	Carthage	MO	Deerfield Village, LP	2000
Evergreen Terrace	Kansas City	MO	DLS Historic Developer IV, LLC	2020
Evermore Senior Village	Snellville	GA	Peachtree Housing Communities, LLC	2019
Fairfield Senior Village	Winnsboro	SC	Piedmont Housing Group, LLC	2020
Fairgrounds Sr. Village	Laurens	SC	Fairgrounds Sr. Village, LP	2013



PORTFOLIO

Property	City	State	Developer	Year Complete
The Residences at Forest Park Hotel	St. Louis	MO	FPA Investments, L.P.	2003
Foxwood Sr. Apts.	Washington	GA	Foxwood Sr. Apts., L.P.	2014
Frisco Senior Village	Bolivar	MO	Parker Development, LLC	2020
Gateway Villas	Troy	MO	Gateway Villas, LP	1997
Gentemann Manor I	O'Fallon	MO	Gentemann Manor, LP	2005
Gentemann Manor II	O'Fallon	MO	Gentemann Manor II, LP	2007
Gentemann Manor III	O'Fallon	MO	Gentemann Manor III, LP	2010
Gentry Estates	Columbia	MO	Gentry Estates, LP	2013
Gentry Estates II	Columbia	MO	Gentry Estates II LP	2016
Glenwood Manor Rehab	Springfield	MO	Glenwood Manor, LP	2000
Greystone Place	Neosho	MO	Greystone Place, L.P.	2003
Griner Gardens	Nashville	GA	BSR Trust Management, LLC	2017
Grove Gardens	Atlanta	GA	Georgia Communities, Inc.	2019
Hanover Estates	Columbia	MO	Hanover Estates, LP	1996
Hanover Gardens	Columbia	MO	Hanover Gardens, LP	2000
Hanover Manor	Columbia	MO	Jeffrey E. Smith Investments	1996
Harrisonville Heights	Harrisonville	MO	Harrisonville Heights, LP	1995
Harristown Park	Covington	GA	Harristown Park, L.P.	2011
Havenwood Cartersville	Cartersville	GA	Lowcountry Housing Communities GA, LLC	2019
Hawthorn Estates	Harrisonville	MO	WCMCAA	2002
Hawthorne Place Apt. Rehab	Independence	MO	Hawthorne Associates, L.P.	2003
Hawthorne Place Com. Bldg.	Independence	MO	Hawthorne Associates, L.P.	2003
Head Start Day Care	Harrisonville	MO	WCMCAA	2002
Heritage Meadows	Farmington	MO	Heritage Meadows, L.P.	2003
Heritage Pointe	Douglas	GA	VOA Southeast, Inc.	2018
Hickory Hollow	Wentzville	MO	Hickory Hlw of St. Chs. Cnty, LP	2006
Hickory Hollow Detention Basin	Wentzville	MO	Hickory Hlw of St. Chs. Cnty, LP	2008
Hidden Glen	Salado	TX	Salado Sr. Housing LP	2016
Highland Acres, Rehab	Carthage	MO	NEF	2002
Highland Estates	Rome	GA	Highland Estates LP	2016
Highland Meadows Rehab	Booneville	MO	Highland Meadows, LP	2000
Highlander Senior Village	Bulverde	TX	Bear Land Development, Inc.	2020
Hillman Place II	O'Fallon	MO	Jeffrey E. Smith Development, Inc.	2017
Hillmann Place	O'Fallon	MO	Hillmann Place, L.P.	2012
Holiday Inn Express	Warrensburg	MO	Weldon Brady	1995
Horizon Senior Village	Grovetown	GA	Horizon Senior Village LP	2015
Houston Plaza Rehab	Adrian	MO	NEF	2002
Jennings Place III	Jennings	MO	RR Jennings Developer, LLC	2020
Kensington Heights	Kansas City	MO	Agent Kensington, L.P.	2004
Kirksville Gardens	Kirksville	MO	Kirksville Gardens, LP	2001
Lake Ozark Village	Lake Ozark	MO	Lake Ozark Village, LP	1995



PORTFOLIO

Property	City	State	Developer	Year Complete
Lakeview Senior Gardens	Eatonton	GA	Georgia Communities, Inc. and Paladin, Inc.	2019
Lakewood Hills Sr. Village	Athens	GA	Lakewood Hills Sr. Village, L.P.	2012
Legacy Villas	Eastman	GA	Georgia Communities, Inc. and Paladin, Inc.	2020
Lilbourn Garden Apts	Lilbourn	MO	Lilbourn Garden Apts, LP	2001
Live Oak Villas Phase I	Midway	GA	Beverly J. Searles Foundation, Inc.	2017
Lofts at Landmark	St. Joseph	MO	Downtown First, LP	2006
Magnolia Trace	Martinez	GA	Magnolia Trace, L.P.	2012
Maplewood Manor Rehab	Webb City	MO	NEF	2002
Maryville Meadows	Maryville	MO	Maryville Meadows, LP	1999
McRae-Helena Estates	McRae	GA	McRae-Helena Estates LP	2016
Memorial Hills	Joplin	MO	Parker Development, LLC	2019
Mexico Meadows	Mexico	MO	Mexico Meadows, LP	1996
Mockingbird Estates	Stillwater	OK	Jeffrey E. Smith Development, Inc.	2019
Monett Meadows	Monett	MO	Monett Meadows, LP	1997
Monroe Estates Rehab	Lebanon	MO	NEF	2002
Myrtle Terraces II	Gainesville	GA	Beverly J. Searles Foundation, Inc.	2020
Mytle Terraces	Gainesville	GA	Myrtle Terraces, LP	2014
NECAC Office Building	O'Fallon	MO	NECAC	2005
Neosho Meadows	Neosho	MO	Neosho Meadows, LP	1996
Neosho Villas Rehab	Neosho	MO	Neosho Villas, LP	1999
New Holland Pocket Park			Beverly J. Searles Foundation	2014
New Leaf Ctr for Walkers Bend	Covington	GA	Housing Authoring of Covington	2013
New Madrid Garden Apts	New Madrid	MO	New Madrid Garden Apts, LP	2001
Newport Trace	Statesboro	GA	Newport Trace Apartments LP	2016
North Hampton Place II	Columbia	MO	Jeffrey E. Smith Investments	1995
Oak Grove Apt. Rehab	Oak Grove	MO	Oak Grove Properties, L.P.	2003
Office Building	Columbia	Mo	Jeffrey E. Smith Investments	2000
Park Avenue Estates	Oklahoma City	OK	Jeffrey E. Smith Development, Inc.	2021
Park Meadows	Rolla	MO	Park Meadows, L.P.	2007
Park Place II	Rolla	MO	Park Place, L.P.	2002
Park Senior Village	Leesburg	GA	Park Sr. Village LP	2016
Park View Plaza	Jamesport	MO	Park View Associates, LP	2000
Parkview Place Apartments	University City	MO	Parkview Place Apts., L.P.	2004
Peachtree Place	St. Joseph	MO	Pear Street, LP	1995
Peaks of Cornelia	Cornelia	GA	Peaks of Cornelia Development, LLC	2018
Peaks of Oakwood	Oakwood	GA	Peaks of Oakwood Development, LLC	2020
Pevely Square	Pevely	MO	Pevely Square, L.P.	2003
Pine Meadows	Douglas	GA	Pine Meadows, LP	2011
Pine Ridge Estates	Bainbridge	GA	Bainbridge Housing Assoc LP	2008
Pinewood Village	Pooler	GA	Pinewood Village, LP	2014
Pointe North Senior Village	Albany	GA	Point North Senior Village, LP	2015
Pointe North Senior Village II	Albany	GA	Peachtree Housing Communities, LLC	2017



PORTFOLIO

Property	City	State	Developer	Year Complete
Pointe North Village III	Albany	GA	Piedmont Housing Group, LLC	2020
Prairie Plains Rehab	Lamar	MO	NEF	2002
Radcliffe Manor	Charleston	MO	Radcliffe Associates, LP	2004
Red Oak Village	Stockbridge	GA	MACO Development Company, LLC	2017
Regency Care Center	Independence	MO	Regency Properties, LC	1998
Regency Manor	Independence	MO	Regency Manor, LP	2000
Regency Manor II	Independence	MO	Regency Manor II, LP	2006
Jennings Place I	Jennings	MO	Residences at Jennings Place LP	2015
Residences at Liberty Place	Liberty	MO	Residences at Liberty Place, L.P.	2009
Residences at West Haven	Tifton	GA	Res. At W. Haven Sr. Village LP	2017
Jennings Place II	Jennings	MO	RR Jennings Developer, LLC	2017
Ribaut Senior Village	Beaufort	SC	Palmetto Housing Developers II, LLC	2020
Richmond Square	Richmond	MO	Richmond-Hardin Prtsp, LP	1995
Ridgefield Place	Bainbridge	GA	Ridgefield Place, L.P.	2011
River Bluff Manor	St. Louis	MO	RR Jennings Developer, LLC	2019
Riverbend Estates	Washington	MO	MOCAP Development, LLC	2017
Riverbend Loft Conversion	Kansas City	MO	Riberbend Loft Cond'm LLC	2006
Riverwood Commons	Bastrop	TX	Riverwood Commons, LP	2013
Rock Tree Apts. Rehab	Springfield	MO	Rock Tree Apts., LP	2000
Sedalia Heights	Sedalia	MO	Sedalia Heights, LP	1999
Sedalia Villas	Sedalia	MO	Sedalia Villas, LP	1995
Settlement Estates	Bastrop	TX	Settlement Estates, LP	1999
Silverwood Sr. Apts.	Rincon	GA	Silverwood Place, L.P.	2013
Sinclair Estates	Columbia	MO	Jeffrey E. Smith Development, Inc.	2018
Southwestern Estates	Americus	GA	Southwestern Estates LP	2016
St. Peters Villa	St. Peters	MO	St. Peters Villa, LP	1995
Swope Parkway Estates	Kansas City	MO	Swope Parkway Estates, LP	2001
Swope Parkway Estates Rehab	Kansas City	MO	Swope Parkway Estates, LP	2001
Hamptons of Neosho	Neosho	MO	The Hamptons of Neosho LP	2002
The Legacy at Vine City	Atlanta	GA		2019
The Lofts at Lafayette Square	St. Louis	MO	Lofts at Lafayette Square LLC	2003
The Village of Bedford Walk	Columbia	MO	The Village of Bedford Walk LLC	2016
The Village on Park	Hahira	GA	Alga Development, LLC	2018
Tifton Estates	Tifton	GA	Tifton Estates, LP	2010
Towne Park Commons	Rincon	GA	Rincon Developer, LLC	2019
Townsend and Wall Lofts	St. Joseph	MO	Townsend and Wall Lofts, L.P.	2003
Troy Villa	Troy	MO	Troy Villa, LP	1995
Tucker Cottages	LaGrange	GA	Azalea Mill Cottages, L.P.	2012
Twin City Villas	Festus	MO	Crystal City-Festus, LP	1995
Vandeventer Place	St. Louis	MO	Vandeventer Place LP	2016
Village at Walkers Bend	Convington	GA	Village at Walkers Bend, OP	2012
Village Meadows Rehab	Fulton	MO	Village Meadows, LP	2000



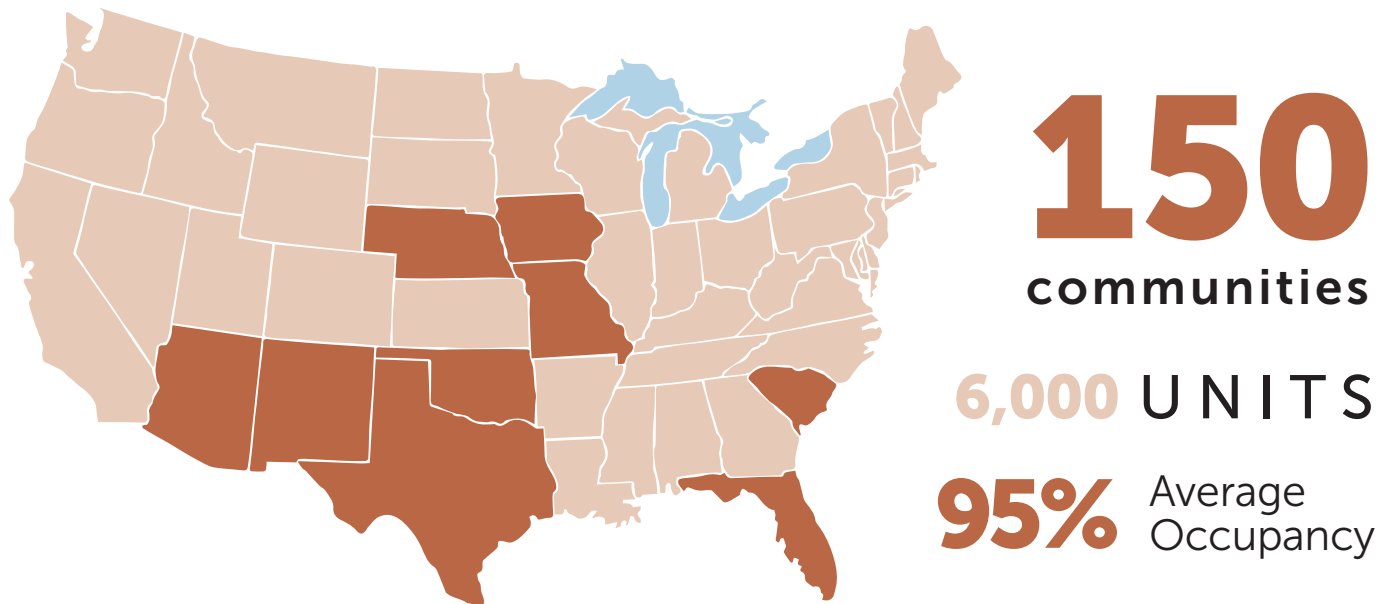
PORTFOLIO

Property	City	State	Developer	Year Complete
Village of Ben Hill	Fitzgerald	GA	MACO Development Company, LLC	2018
Vineyards	Warrnesburg	MO	The Vineyard, LP	1997
W. 7th St. Fitness Center	Kansas City	MO	W. 7th St. Lofts, LLC	2007
Walnut Park Manor	Sapulpa	OK	Walnut Park Manor LP	2017
Warrensburg Heights	Warrnesburg	MO	Warrensburg Heights, LP	1997
Waynesboro Senior Homes II	Waynesboro	GA	Waynesboro Estates Development II, LLC	2020
Weathered Rock Apts.	Jefferson City	MO	Weathered Rock Assoc., L.P.	2003
Wellington Pointe	St. Joseph	MO	St. Joseph Estates, LP	1997
Whittington Estates	St. Joseph	MO	Whittington Estates, L.P.	2004
Wilshire at Lakewood	Lee's Summit	MO	Lakewood Properties, LC	1999
Wilshire Hills II	Lee's Summit	MO	Wilshire Hills II, L.P.	2014
Wilshire Hills, I	Lee's Summit	MO	Wilshire Hills, LP	2006
Windwood Estates	St. Joseph	MO	Windwood Estates, LP	2000
Wisteria Place	Newnan	GA	Beverly J. Searles Foundation, Inc.	2017
Wisteria Place of Mableton	Mableton	GA	Beverly J. Searles Foundation, Inc.	2019
Woodbine Meadows	St. Joseph	MO	Jeffrey E. Smith Development, Inc.	2020
Woodbury Place	O'Fallon	MO	Woodbury Place, LP	2011
Woodbury Place II	O'Fallon	MO	Woodbury Place II, LP	2015
Woodcrest Villas	Troy	MO	Woodcrest Villas, L.P.	2003
Woodlen Place	Kansas City	MO	Woodlen Place Associates, L.P.	2004
Wyndham Park I	St. Peters	MO	Wyndham Park, L.P.	2006
Wyndham Park II	St. Peters	MO	Wyndham Park II, L.P.	2007
Wyndham Park III	St. Peters	MO	Wyndham Park III, L.P.	2008



JES DEV CO, INC.

JES Dev Co, Inc., originally founded in 1994 through its predecessor companies, is an acknowledged leader in the development of affordable multi-family housing industry. JES Dev Co, Inc. specializes in building relationships and gaining local support by surveying community leaders and government officials and working together to bring a quality development to that community. Through careful site selection and market analysis, JES Dev Co identifies locations that will lead to the best living outcome for prospective residents. Over the years, JES Dev Co has successfully developed affordable housing in multiple states throughout the country.



Our experienced team of developers and underwriters work seamlessly thorough the state agency application and closing process. Working with our affiliated construction, syndication and management companies, we remain engaged through issuance of 8609s and beyond. JES Dev Co developers and underwriters attend agency workshops and continuing education courses on a minimum of a yearly basis.

JES Dev Co, Inc. develops properties that offer many indoor and outdoor community amenities aimed at enhancing our residents' quality of life. Some of these indoor areas include community kitchen and dining areas, furnished fitness centers, business centers, theaters and multi-purpose areas. Exterior amenities include patio areas, walking trails, water features, raised planting beds, picnic areas and playgrounds that meet the needs of the particular development. JES Dev Co develops properties that include supportive service coordination for seniors and families. Senior-aged residents in our communities benefit from services such as health lectures and screenings, transportation services, financial literacy services and wellness programs. Family communities benefit from coordination with local resources to assist with financial planning, home ownership and family social services. JES Dev Co firmly believes in its mission statement which is to develop, build, manage and invest in quality housing where our families would be proud to live.



Jim Markel, *Director of Acquisitions*

Jim Markel, Director of Acquisitions for Affordable Equity Partners, Inc., cultivates and manages key developer relationships and opportunities in regions AEP is actively investing. Often a liaison between developers and AEP, Jim manages a team that assists development partners through the lifecycle of their development projects. He and his team work diligently to help partners identify potential opportunities, assemble viable tax credit applications and ultimately, acquire the credits awarded for the development.

Jim has been with AEP since 2006. His previous work experience was in the field of planning and community development. Jim worked both as a consultant to cities and counties on zoning and growth issues, as well as in local government planning and community development.

Jim is a graduate of the University of Southern Mississippi. He is active in his community, serving on the City of Newnan Development Authority Board and the United Way.

MAPLE PARK MANOR

A 30-UNIT SENIOR DEVELOPMENT

Lockhart, TX



JES HOLDINGS, LLC

COMPANY OVERVIEW

JES HOLDINGS, LLC

DEVELOP

BUILD

MANAGE

INVEST



QUALITY HOUSING WHERE **OUR FAMILIES**
WOULD BE PROUD TO LIVE.

DEVELOPER



- 29 years experience developing affordable multi-family housing
- Developed 150 apartment communities with over 6,000 residential units
- Fifteen communities built or under development in Texas

GENERAL CONTRACTOR



Fairway Construction Co., Inc.

- 38 years experience
- Over 200 apartment communities and over 8,200 apartment units built nationwide
- Over \$2 billion in construction value

PROPERTY MANAGER



- Almost 30 years of experience
- Currently manages over 12,200 apartment units throughout the nation
- 250 apartment communities under management
- Overall portfolio occupancy of 97.5%

SYNDICATOR



Affordable Equity Partners, Inc.

- Syndicated over \$4 billion in Federal and State Tax Credits
- More than 500 tax credit developments syndicated in 16 states and 250 cities without a foreclosure or credit recapture
- Provides a full range of services for developers and investors in the Section 42 LIHTC Program.

Texas Communities



**Settlement Estates,
Bastrop**

70 Cottage-Style Senior
Units
(32) One Bedroom Units
– 651 Sq. Ft.
(38) Two Bedroom Units
– 859 Sq. Ft.



**Riverwood
Commons I and II,
Bastrop**

36 Senior Units Located
in Elevatored Building
(11) One Bedroom Units
– 725 Sq. Ft.
(25) Two Bedroom Units
– 935 Sq. Ft.



**Hidden Glen,
Salado**

50 Cottage-Style Senior
Units
(15) One Bedroom Units
– 700 Sq. Ft.
(35) Two Bedroom Units
– 850 Sq. Ft.



**Bluff View
Senior Village,
Crandall**

48 Senior Units in
Elevatored Building
(15) One Bedroom Units
– 710 Sq. Ft.
(33) Two Bedroom Units
– 893 to 925 Sq. Ft.



**Highlander
Senior Village,
Bulverde**

66 Cottage-Style Senior
Units
(20) One Bedroom Units
– 740 Sq. Ft.
(46) Two Bedroom Units
– 850 Sq. Ft.

Texas Communities



**Maple Park Senior,
Lockhart**

56 Cottage-Style Senior Units
(14) One Bedroom Units
– 767-789 Sq. Ft.
(42) Two Bedroom Units
– 882 Sq. Ft.



**Paige Estates,
Waco**

64 Senior Units in
Elevated Building
(20) One Bedroom Units
– 750 Sq. Ft.
(44) Two Bedroom Units
– 880 Sq. Ft.



**Parkside on
Carrier,
Grand Prairie**

38 Senior Units in
Elevated Building
(13) One Bedroom Units
– 750 Sq. Ft.
(25) Two Bedroom Units
– 880 Sq. Ft.



**Sweetwater
Station,
Sweetwater**

52 Senior Units in
Elevated Building
(16) One Bedroom Units
– 750 Sq. Ft.
(36) Two Bedroom Units
– 880 Sq. Ft.



**Pebblebrook
Parkside,
Denton**

216 Family Units in
Walk-up and
Elevated Buildings
(54) One Bedroom Units
– 746 Sq. Ft.
(108) Two Bedroom
Units – 988-1,075 Sq. Ft.
(54) Three Bedroom
Units – 1,082 Sq. Ft.

Texas Communities



**Estacado Estates,
Amarillo**

46 Senior Units in
Elevated Building
(14) One Bedroom Units
– 750 Sq. Ft.
(32) Two Bedroom Units
– 880 Sq. Ft.



**Riverside Manor,
Kerrville**

36 Senior Units in
Elevated Building
(11) One Bedroom Units
– 750 Sq. Ft.
(25) Two Bedroom Units
– 880 Sq. Ft.



**Trailside Estates,
Tyler**

74 Senior Units in
Elevated Building
(24) One Bedroom Units
– 750 Sq. Ft.
(50) Two Bedroom Units
– 880 Sq. Ft.

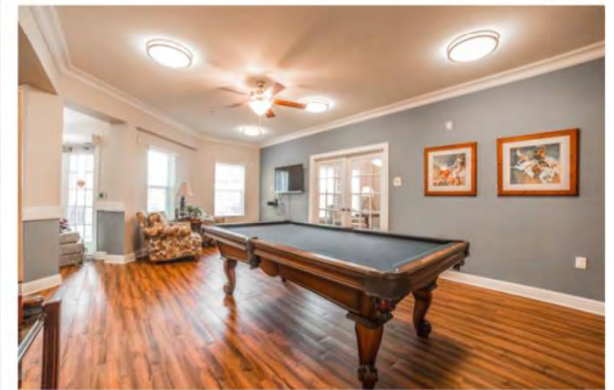


**Blanco Basin,
San Marcos**

200 Senior Units in
Elevated Buildings
(100) One Bedroom
Units – 746 Sq. Ft.
(100) Two Bedroom
Units – 988-1,075 Sq. Ft.

RIVERWOOD COMMONS

BASTROP, TX



HIDDEN GLEN

SALADO, TX



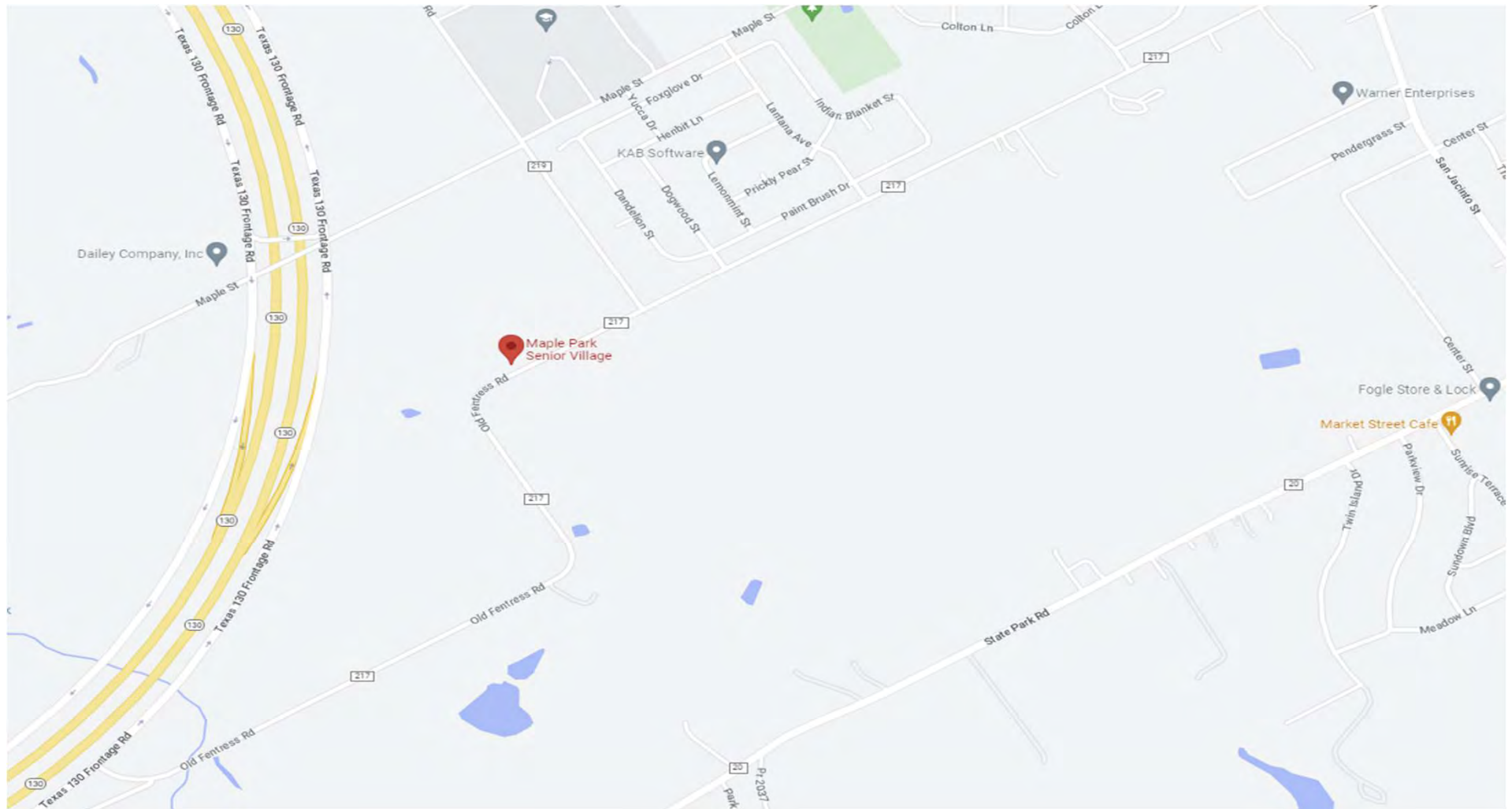
BLUFF VIEW SENIOR VILLAGE

CRANDALL, TX



SITE INFORMATION

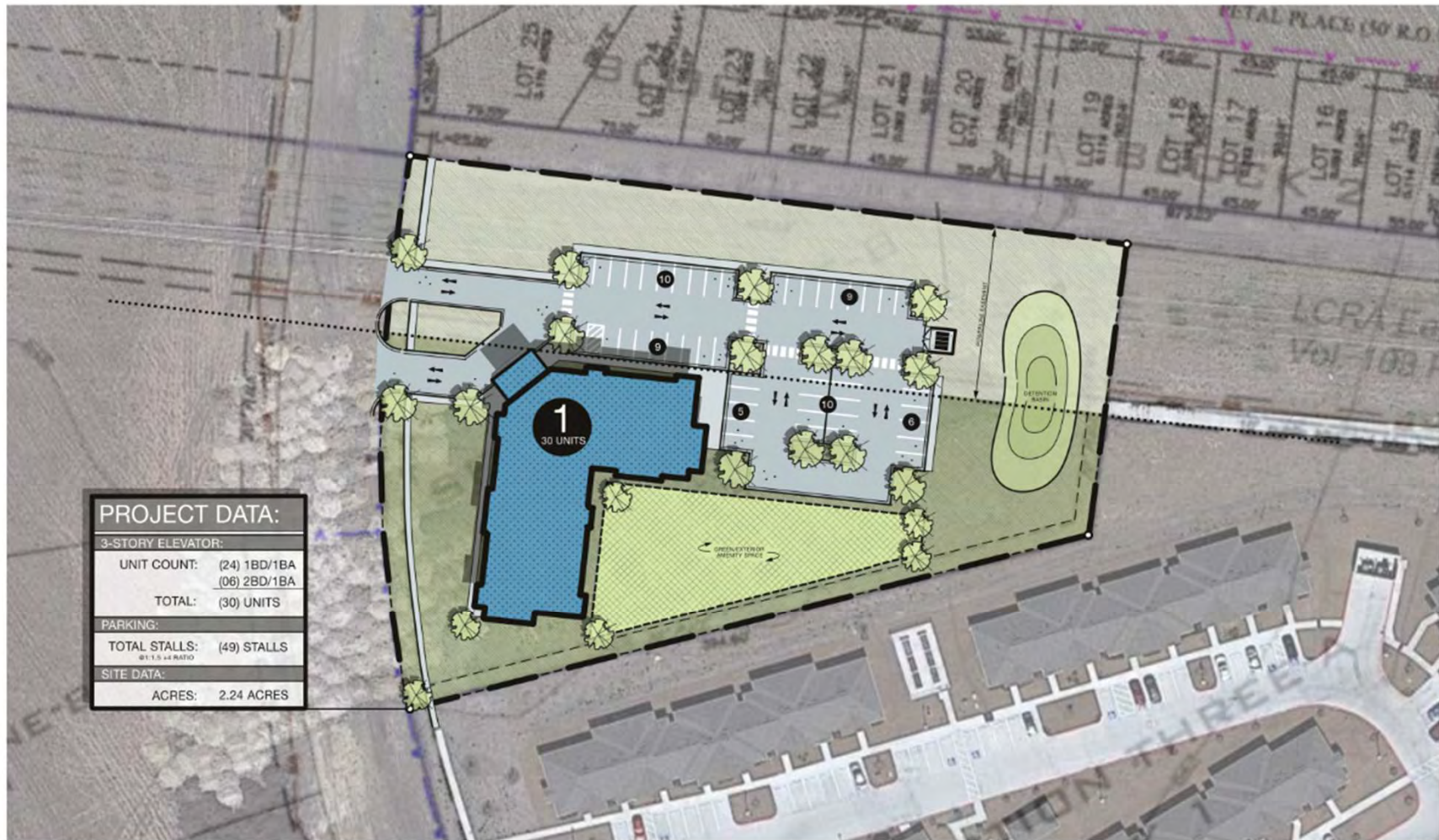
SITE LOCATION



SITE AERIAL



SITE LAYOUT

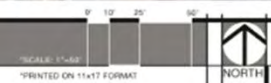


LINCOLN LANE

Caldwell Co., TX

CONCEPTUAL SITE PLAN

February 6, 2023



rosemann
& ASSOCIATES PC

RESIDENT PROFILE

RESIDENTIAL UNIT MIX AND RENTS



Unit Mix and Rents

- 24 one-bedroom units (750 square feet)
- 6 two-bedroom units (880 square feet)
- 21 units rent for \$1,174 - \$1,402
- 6 units rent for \$967 - \$1,154
- 3 units rent for \$553 - \$657



RESIDENT PROFILE



Age and Income Requirements

- Age restricted 55 +
- 21 units for residents at \$46K - \$53K
- 6 units for residents at \$38K - \$44K
- 3 units for residents at \$15K - \$17K



RESIDENT SERVICES

TYPICAL RESIDENT SERVICES

- Weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement)
- Weekly exercise classes
- Twice monthly arts, crafts, and other recreational activities
- Twice monthly on-site social events
- Food pantry
- Annual health fair provided by a health care professional
- Partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents
- Notary Services during regular business hours
- Outreach to nonprofit service providers in community

CONTACT

Michael Ash, Development Manager

- 737-228-4962
- mash@aepartners.com

Ryan Garcia, Development Manager

- 573-397-2105
- rgarcia@jesholdings.com

RESOLUTION 2023-01

WHEREAS, JES Dev Co, Inc. (“Applicant”) has requested support from the City of Lockhart for the new construction of 30 affordable senior housing units named Maple Park Manor located North of Clearfork St and described as Lot 1 of Section 3-B Block 1 of Maple Park Plat in the City of Lockhart, Caldwell County, Texas (the “Development”); and

WHEREAS, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for an allocation of 2023 Competitive 9% Housing Tax Credits (“HTC”) for the construction of Maple Park Manor; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of \$250.00 of funding assistance to the Development will improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for \$250.00 for its application in the form of a reduced fees for the benefit of the Development from the City of Lockhart for its application to TDHCA for the new development of affordable senior housing; and

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

1. The City of Lockhart, acting through its governing body, hereby confirms its support for an affordable senior housing development by JES Dev Co, Inc. named Maple Park Manor at located North of Clearfork St and described as Lot 1 of Section 3-B Block 1 of Maple Park Plat in the city of Lockhart, Caldwell County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City Council on this date.

2. In accordance with 10 Texas Administrative Code Section 11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee, or combination of other value for the benefit of the Housing in the amount of no less than \$250.00.

3. As provided for in 10 TAC §11.3(c), it is expressly acknowledged and confirmed that the City of Lockhart has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds, and

4. The City of Lockhart hereby supports the proposed Maple Park Manor, and confirms that its governing body has voted specifically to approve the construction or rehabilitation of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov’t Code §2306.6703(a)(4), and

FURTHER RESOLVED, that for and on behalf of the Governing Body, Lew White, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ON THIS 21st DAY OF FEBRUARY 2023.

APPROVED:

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

**Julie Bowermon
Deputy City Secretary**

**Monte Akers
City Attorney**

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discussion and consideration of the 2022 Racial Profiling Report.

ORIGINATING DEPARTMENT AND CONTACT: Police - Kevin Lunsford

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: State law requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops. In addition, State law requires the following:

1. A comparative analysis of the information compiled;
2. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
3. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
4. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches and whether the individual detained consented to the search;
5. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling;
6. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
7. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
8. Location of the stops; and
9. The reason for the stops.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to acknowledge receipt of the 2022 Racial Profiling Report and place it on file.

LIST OF SUPPORTING DOCUMENTS: Cover Letter, Racial Profiling Report, Brazos Technology Data Report, Bias-Based Profiling, Lockhart Policy, State Law Regulating Racial Profile Reporting

CITY OF
Lockhart
TEXAS

February 1, 2023

Honorable Mayor and City Council,

Since 2001 Texas law has required police agencies to gather and report certain statistical data relating to Traffic Contact Reporting, also known as the Racial Profiling Report. This must be done prior to March 1st of each year. By law this data is to be provided to the City Council and filed with the Texas Commission on Law Enforcement (TCOLE). There is no action to be taken on your part.

The law requires that we document how many motor-vehicle stops resulted in a warning, a citation, or an arrest. Of those stops, we must also track the number of searches that occurred and whether the search was with consent or as the result of probable cause. The law further requires that officers receive training about Racial Profiling / Bias Based Policing and that the Department provide information on how to file a complaint of this nature against a police officer. The Racial Profiling Report for 2022 shows that the Lockhart Police Department has complied with all these requirements, as we have continuously done since the law was enacted.

During the analysis of this report, it become apparent that Lockhart Police Officers do not appear to be engaging in bias-based policing. During 2022 calendar year LPD conducted a total of 3,441 traffic stops. Of those there were only 21 stops in which the officer knew the race or ethnicity of the driver prior to making the traffic stop. That is slightly over ½ of a percent. The data reveals that the demographics of individuals stopped was statistically consistent with the demographics of our community. For instance, The US Census Bureau estimates that 52.4% of our population is considered Hispanic compared to LPD traffic stop data that reveals 55% of traffic stops were of Hispanic / Latino drivers. This is within the standard deviation of +/- 3%. The same can be said of Black drivers in which our population estimates are 6.1% and a traffic stop rate of 8.4%, again well within the standard deviation.

Additionally, out of 3,441 stops, only 152 resulted in searches developed from probable cause, violator consent, and other legal methods. 80% of those searches (121 out of 152) revealed contraband such as drugs, alcohol, stolen property, etc. Analysis of this data tells

me that officers are very familiar with the Fourth Amendment and are not, as a matter of course, involved in unreasonable searches and seizures.

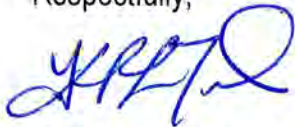
Other information that can be extrapolated from the data is that individuals stopped by Lockhart Police are much more likely to receiving a warning rather than a citation. In 2022, warnings were given in 69% of the traffic stops. This is important to note for those who erroneously might claim our community as a "speed trap" or some other baseless claim. This demonstrates that LPD officers embrace the view that traffic enforcement is to educate the public and gain voluntary compliance with the law. If, during a traffic stop, an officer is convinced that a warning is sufficient to gain that compliance, their job can be completed without summoning the violator to court. An analysis of this data easily shows that our officers are using discretion and that employees do not view traffic stops as a direct or indirect revenue source from the motoring public.

Other important information to glean is that officers are not using unreasonable force in these situations. Of the 3,441 traffic stops, only two resulted in bodily injury from the use of physical force. Additionally, there were zero complaints received against employees for alleged racial profiling violations.

My professional opinion, based on forty-plus years of experience, is that the Lockhart Police Department does a great job of policing this community. I see no evidence of bias-based policing, racial profiling, or heavy handedness. This is about as good of a report as anyone could hope for. I recommend continuing to utilize the electronic ticket writers which are a tremendous asset in data collection for these mandated reports. It would be wise to consider the purchase of additional devices as staffing is brought back to acceptable levels and as older devices wear out. It is also my recommendation that supervisors continue to monitor officers' videos as required by LPD policies and by Accreditation Best Practices.

This 2022 Annual Racial Profiling Report contains copies of the law, our internal policies, and statistical data for motor vehicle contacts in Lockhart. This report has been submitted to, and accepted by, the Texas Commission on Law Enforcement (TCOLE) as required by statute. Again, no action is required on your part.

Respectfully,



Kevin P. Lunsford
Interim Chief of Police

Racial Profiling Report | Full

Agency Name: LOCKHART POLICE DEPT.

Reporting Date: 01/25/2023

TCOLE Agency Number: 055201

Chief Administrator: KEVIN P. LUNSFORD

Agency Contact Information:

Phone: (512) 398-4401

Email: klunsford@ps.lockhart-tx.org

Mailing Address:

214 BUFKIN LN.

LOCKHART, TX 78644

This Agency filed a full report

LOCKHART POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the LOCKHART POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the LOCKHART POLICE DEPT. if the individual believes that a peace officer employed by the LOCKHART POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the LOCKHART POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LOCKHART POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The LOCKHART POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: DANIEL E. WILLIAMS
Lieutenant

Date: 01/25/2023

Total stops: 3441

Street address or approximate location of the stop

City street	2606
US highway	625
County road	15
State highway	176
Private property or other	19

Was race or ethnicity known prior to stop?

Yes	21
No	3420

Race / Ethnicity

Alaska Native / American Indian	11
Asian / Pacific Islander	27
Black	292
White	1213
Hispanic / Latino	1898

Gender

Female	1224
Alaska Native / American Indian	2
Asian / Pacific Islander	4
Black	86
White	486
Hispanic / Latino	646
Male	2217
Alaska Native / American Indian	9
Asian / Pacific Islander	23
Black	206
White	727
Hispanic / Latino	1252

Reason for stop?

Violation of law	305
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	30
White	120

Hispanic / Latino	151
Preexisting knowledge	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	3
Moving traffic violation	1978
Alaska Native / American Indian	8
Asian / Pacific Islander	12
Black	162
White	722
Hispanic / Latino	1074
Vehicle traffic violation	1153
Alaska Native / American Indian	1
Asian / Pacific Islander	13
Black	100
White	369
Hispanic / Latino	670
Was a search conducted?	
Yes	152
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	27
White	26
Hispanic / Latino	98
No	3289
Alaska Native / American Indian	10
Asian / Pacific Islander	27
Black	265
White	1187
Hispanic / Latino	1800
Reason for Search?	
Consent	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	3

Hispanic / Latino	3
Contraband	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	2
Probable	126
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	21
White	19
Hispanic / Latino	85
Inventory	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	8
Incident to arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was Contraband discovered?

Yes 121

Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	20
White	21
Hispanic / Latino	79

No 31

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	5
Hispanic / Latino	19

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	1
Yes	0	No	0
Yes	6	No	14
Yes	6	No	15
Yes	5	No	74

Description of contraband

Drugs	94
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	16
White	18
Hispanic / Latino	60
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Alcohol	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	27
Hispanic / Latino	2
Stolen property	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Other	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0
Result of the stop	
Verbal warning	1

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Written warning	2668
Alaska Native / American Indian	7
Asian / Pacific Islander	26
Black	230
White	1013
Hispanic / Latino	1392
Citation	726
Alaska Native / American Indian	4
Asian / Pacific Islander	1
Black	52
White	185
Hispanic / Latino	484
Written warning and arrest	32
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	9
Hispanic / Latino	18
Citation and arrest	14
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	5
Hispanic / Latino	4
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	6
White	9
Hispanic / Latino	16
Violation of Traffic Law	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	2
Violation of City Ordinance	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Outstanding Warrant	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	2
Hispanic / Latino	3

Was physical force resulting in bodily injury used during stop?

Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	3439
Alaska Native / American Indian	11
Asian / Pacific Islander	27
Black	292
White	1212
Hispanic / Latino	1897

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

DATA WAS PULLED OUR TRAFFIC DATA JAN,1 2022-DEC 31, 2022.

Submitted electronically to the



The Texas Commission on Law Enforcement

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops		
		3,441
		3,441

02. Location of Stop		
CITY STREET	75.73%	2,606
COUNTY ROAD	0.44%	15
PRIVATE PROPERTY OR OTHER	0.55%	19
STATE HIGHWAY	5.11%	176
US HIGHWAY	18.16%	625
Total	100.00%	3,441

03. Was Race Known Prior to Stop?		
N	99.39%	3,420
Y	0.61%	21
Total	100.00%	3,441

04. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	0.32%	11
ASIAN/PACIFIC ISLANDER	0.78%	27
BLACK	8.49%	292
HISPANIC/LATINO	55.16%	1,898
WHITE	35.25%	1,213
Total	100.00%	3,441

05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.16%	2
	ASIAN/PACIFIC ISLANDER	0.33%	4
	BLACK	7.03%	86

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05 Gender			
FEMALE	HISPANIC/LATINO	52.78%	646
	WHITE	39.71%	486
		100.00%	1,224
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.41%	9
	ASIAN/PACIFIC ISLANDER	1.04%	23
	BLACK	9.29%	206
	HISPANIC/LATINO	56.47%	1,252
	WHITE	32.79%	727
		100.00%	2,217
Total			3,441

06 Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.40%	8
	ASIAN/PACIFIC ISLANDER	0.61%	12
	BLACK	8.19%	162
	HISPANIC/LATINO	54.30%	1,074
	WHITE	36.50%	722
		100.00%	1,978
PRE EXISTING KNOWLEDGE	HISPANIC/LATINO	60.00%	3
	WHITE	40.00%	2
		100.00%	5
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.09%	1
	ASIAN/PACIFIC ISLANDER	1.13%	13
	BLACK	8.67%	100
	HISPANIC/LATINO	58.11%	670
	WHITE	32.00%	369

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
		100.00%	1,153
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	0.66%	2
	ASIAN/PACIFIC ISLANDER	0.66%	2
	BLACK	9.84%	30
	HISPANIC/LATINO	49.51%	151
	WHITE	39.34%	120
		100.00%	305
Total			3,441

07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.30%	10
	ASIAN/PACIFIC ISLANDER	0.82%	27
	BLACK	8.06%	265
	HISPANIC/LATINO	54.73%	1,800
	WHITE	36.09%	1,187
		100.00%	3,289
Y	ALASKA NATIVE/AMERICAN INDIAN	0.66%	1
	BLACK	17.76%	27
	HISPANIC/LATINO	64.47%	98
	WHITE	17.11%	26
		100.00%	152
Total			3,441

08. Reason for Search?			
CONSENT	BLACK	33.33%	3
	HISPANIC/LATINO	33.33%	3

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08: Reason for Search?			
CONSENT	WHITE	33.33%	3
		100.00%	9
CONTRABAND IN PLAIN VIEW	BLACK	42.86%	3
	HISPANIC/LATINO	28.57%	2
	WHITE	28.57%	2
		100.00%	7
INCIDENT TO ARREST	WHITE	100.00%	1
		100.00%	1
INVENTORY	HISPANIC/LATINO	88.89%	8
	WHITE	11.11%	1
		100.00%	9
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.30%	10
	ASIAN/PACIFIC ISLANDER	0.82%	27
	BLACK	8.06%	265
	HISPANIC/LATINO	54.73%	1,800
	WHITE	36.09%	1,187
		100.00%	3,289
PROBABLE CAUSE	ALASKA NATIVE/AMERICAN INDIAN	0.79%	1
	BLACK	16.67%	21
	HISPANIC/LATINO	67.46%	85
	WHITE	15.08%	19
		100.00%	126
Total			3,441

09: Was Contraband Discovered?			
N	BLACK	22.58%	7

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

09. Was Contraband Discovered?			
N	HISPANIC/LATINO	61.29%	19
	WHITE	16.13%	5
		100.00%	31
Y	ALASKA NATIVE/AMERICAN INDIAN	0.83%	1
	BLACK	16.53%	20
	HISPANIC/LATINO	65.29%	79
	WHITE	17.36%	21
		100.00%	121
Total			152
10. Description of Contraband			
ALCOHOL	BLACK	6.45%	2
	HISPANIC/LATINO	87.10%	27
	WHITE	6.45%	2
		100.00%	31
CURRENCY	HISPANIC/LATINO	100.00%	1
		100.00%	1
DRUGS	BLACK	17.02%	16
	HISPANIC/LATINO	63.83%	60
	WHITE	19.15%	18
		100.00%	94
OTHER	ALASKA NATIVE/AMERICAN INDIAN	9.09%	1
	BLACK	27.27%	3
	HISPANIC/LATINO	36.36%	4

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

II. Description of Contraband			
OTHER	WHITE	27.27%	3
		100.00%	11
STOLEN PROPERTY	HISPANIC/LATINO	100.00%	1
		100.00%	1
Total			138

III. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.55%	4
	ASIAN/PACIFIC ISLANDER	0.14%	1
	BLACK	7.16%	52
	HISPANIC/LATINO	66.67%	484
	WHITE	25.48%	185
		100.00%	726
CITATION AND ARREST	BLACK	35.71%	5
	HISPANIC/LATINO	28.57%	4
	WHITE	35.71%	5
		100.00%	14
VERBAL WARNING	WHITE	100.00%	1
		100.00%	1
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.26%	7
	ASIAN/PACIFIC ISLANDER	0.97%	26
	BLACK	8.62%	230
	HISPANIC/LATINO	52.17%	1,392
	WHITE	37.97%	1,013
		100.00%	2,668
WRITTEN WARNING AND ARREST	BLACK	15.62%	5

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11: Result of the Stop			
WRITTEN WARNING AND ARREST	HISPANIC/LATINO	56.25%	18
	WHITE	28.12%	9
		100.00%	32
Total			3,441

12: Arrest Based On			
	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
OUTSTANDING WARRANT	BLACK	37.50%	3
	HISPANIC/LATINO	37.50%	3
	WHITE	25.00%	2
		100.00%	8
VIOLATION OF PENAL CODE	BLACK	19.35%	6
	HISPANIC/LATINO	51.61%	16
	WHITE	29.03%	9
		100.00%	31
VIOLATION OF TRAFFIC LAW	BLACK	20.00%	1
	HISPANIC/LATINO	40.00%	2
	WHITE	40.00%	2
		100.00%	5
Total			46

13: Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.32%	11
	ASIAN/PACIFIC ISLANDER	0.79%	27
	BLACK	8.49%	292

Lockhart, TX PD

Jan 1, 2022 - Dec 31, 2022

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

13. Was Physical Force Used?			
N	HISPANIC/LATINO	55.16%	1,897
	WHITE	35.24%	1,212
		100.00%	3,439
Y	HISPANIC/LATINO	50.00%	1
	WHITE	50.00%	1
		100.00%	2
Total			3,441
Was Arrest Due to Contraband Found?			
N	BLACK	13.79%	4
	HISPANIC/LATINO	58.62%	17
	WHITE	27.59%	8
		100.00%	29
Y	BLACK	35.29%	6
	HISPANIC/LATINO	29.41%	5
	WHITE	35.29%	6
		100.00%	17
Total			46

	LOCKHART POLICE DEPARTMENT	
	Policy 328 Bias-Based Profiling	
	Effective Date: January 1, 2020	Revision Date: December 13, 2021
	Approved: Ernest Pedraza Chief of Police	
Pages 3	<i>KEVIN LUNSFORD</i> <i>INTERIM CHIEF 2/1/23</i> 	

328 Policy Manual

Bias-Based Profiling

328.1 PURPOSE AND SCOPE

The Lockhart Police Department strives to provide law enforcement services to our diverse community with due regard to the racial, cultural or other inherent differences of those we serve. It shall be the policy and practice of this department to provide law enforcement services and to enforce the law equally and fairly without discrimination toward any individual(s) or group. Race, ethnicity or nationality, religion, gender, sexual orientation, economic status, age, cultural group, disability, or affiliation with any other similar identifiable group shall not be utilized as the basis for providing differing levels of law enforcement service or the enforcement of the law.

328.2 DEFINITION

Bias-Based Profiling - Any pattern or practice that includes, but is not limited to, stopping, detaining, frisking, or searching of subjects by police officers based on an individual's race, ethnicity, nationality, religion, gender, sexual orientation, economic status, age, cultural group, disability, or affiliation with any other similar identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Racial Profiling - Bias-based profiling specifically dealing with initiating a law enforcement action based on an individual's race, ethnicity or nationality. (Tex. Code of Crim. Pro. art. 3.05, and 2.132(b) (1)).

328.3 POLICY

Police action must be based upon credible information known to the officer, which leads them to believe that an individual is, has been, or is about to be engaged in activity that is in violation of the law. Any other motivation for such actions is strictly prohibited.

- A. The practice of bias-based profiling shall not be tolerated by the Department.
- B. Officers shall ensure that the stopping, detaining, frisking, and/or searching of residents is based upon solid legal principles that conform to their training in arrest, search, and seizure.
- C. While the practice of racial profiling is strictly prohibited, it is recognized that race or ethnicity may be legitimately considered by an officer in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., subject description is limited to a specific race or group).

328.4 TRAINING

All sworn members of this department will complete all Texas Commission on Law Enforcement (TCOLE) mandated training on the subject of bias-based profiling. All sworn employees are required to receive anti-bias training yearly.

328.5 COMPLIANCE

The Lockhart Police Department will investigate all complaints involving bias-based profiling by any employee as outlined in Policy 902 ([Administrative Investigation Procedures](#)).

328.5.1 DISCIPLINARY ACTION

Officers are not subject to disciplinary action based solely on the statistical data collected as a result of this policy. It is the motivating action(s) and/or inaction(s) of officers that will constitute the basis of any internal disciplinary action.

328.6 REQUIRED DOCUMENTATION

The Lockhart Police Department profoundly rejects the practice of bias-based profiling and attempts to accurately document officer-initiated contacts with the public. Documentation requirements are located in Policy 402 ([Incident Reporting and Documentation](#)).

328.7 ANNUAL REPORT

The Chief of Police shall submit an annual report as required by Tex. Code of Crim. Pro. § 2.132(b) to TCOLE and each governing body served by this agency. Further, unless exempt under Tex. Code of Crim. Pro. art. 2.135, each year prior to March 1, the Chief of Police shall provide to TCOLE and to each governing body served by this agency a report containing an analysis of the information required by Tex. Code of Crim. Pro. art. 2.133 (Tex. Code of Crim. Pro. art. 2.134(b)).

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented

to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

35

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or

ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

36

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

- (1) a comparative analysis of the information compiled under Article 2.133 to:
 - (A) determine the prevalence of racial profiling by peace officers employed by the agency; and
 - (B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
 - (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
 - (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public

Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

37

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher

education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

38

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating

to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;

and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic

violation as defined by Chapter 522;

39

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [(7)] the date of conviction; and

(9) [(8)] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and

Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate Speaker of the House

40

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote:
Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

41

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle[traffic] stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [or] Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the

agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle [traffic] stops in which a citation is issued and to arrests made as a result of [resulting from] those [traffic] stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual [person] detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or

42

municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[

[(1) "Race] or ethnicity" has the meaning assigned by Article 2.132(a).

[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any [each] person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop [traffic law or ordinance alleged to have been violated or the suspected offense];

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description [the type] of the contraband or evidence [discovered];

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections

(a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized

as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

44

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to

make motor vehicle [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

45

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

- (1) involves the operation of a motor vehicle; and
- (2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

- (1) a sentence is imposed on the person;
- (2) the person receives community supervision, including deferred adjudication; or
- (3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

- (1) keep records of the amount of funds on deposit collected under this article; and
- (2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal

treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT:

CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

46

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as

reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$5]; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

47

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;

(7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [and]

(8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and

(9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [and]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed

\$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW

ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

(1) this chapter;

48

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;

or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An

offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

49

Racial and Ethnic Designations

(H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following
vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

50

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability

[mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision 51

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a

reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

- (1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];
- (2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and
- (3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial

court may, as applicable:

- (1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;
- (2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

52

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

- (3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

- (2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

- (1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
- (2) it is reasonable to divert the person;
- (3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY

COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

53

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

- (1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;
- (2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and
- (3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

54

otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent

offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

55

(a) The commission shall:

- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
- (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
- (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
- (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
- (5) revise, amend, or change rules and procedures if necessary;
- (6) provide to local government officials consultation on and technical assistance for county jails;
- (7) review and comment on plans for the construction and major modification or renovation of county jails;
- (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
- (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission

orders, and rules

and procedures adopted under this chapter;

(10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;

(11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;

(12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;

(13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;

(14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;

(15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;

(16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:

(A) common issues concerning jail administration;

(B) examples of successful strategies for maintaining compliance with state law and the rules,

56

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including

rules and procedures that require a county jail to:

- (A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
- (B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
- (C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read
57

as follows:

- (d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a

grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by Section 1.07, Penal Code;
- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other
58

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

- (1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and
- (2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this section.

59

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
 - (A) civil rights, racial sensitivity, and cultural diversity;
 - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
 - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
 - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
 - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read 60

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections

(b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

61

relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to

the search; [and]

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance

shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

62

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

63

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal
64

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and

(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

President of the
Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding a lease agreement between the City of Lockhart and New Cingular Wireless PCS, LLC for installation of cellular antenna components to the Maple Street Elevated Storage Tower located at 460 City Line Road and authorizing the Mayor to sign the lease documents.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Award of Contract

BACKGROUND/SUMMARY/DISCUSSION: New Cingular Wireless PCS (AT&T) approached the City in 2022 to seek lease space on the Maple Street Elevated Storage Tower for use for antenna space. The proposed antennas would be located beneath the bowl of the tower as depicted in Exhibit 1 of the packet. The lease would grant AT&T use of the premises for the transmission and reception of communications signals. The lease would also grant 24/7 access, so AT&T may install, build, maintain, operate, repair, and replace communication fixtures. The initial lease term would be five (5) years, and the agreement will automatically renew for five (5) additional (5) year term(s). The rent for tower lease space would initially be \$2,000.00/ month (\$24,000.00/ annually) for the first five years. At each five year renewal anniversary, rent will increase by three percent (3%) over the rent paid during the previous five (5) year term. Over the entire 30 year lease, the revenue from the lease would be \$776,208.00. Upon expiration of the lease, the tenant would be required to repair any damage to the property resulting from removing the communication components.

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: Staff respectfully recommends approving a lease agreement between New Cingular Wireless PCS and the City of Lockhart for antenna space.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: MEMORANDUM, Lease Agreement AXL02411,
Maple Water Tower Antenna Exhibit 1, Maple Water Tower Antenna Exhibit 2

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 2023, by and between City of Lockhart, a Home Rule Municipality having its principal office/residing at 308 W. San Antonio Street, Lockhart, TX 78644 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with New Cingular Wireless PCS, LLC (a Delaware limited liability company), and with five (5) successive five (5) year option to renew unless Landlord provides written notice to Tenant its intent to terminate the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Lockhart, a
Home Rule Municipality

By: _____
Print Name: Lew White
Its: Mayor, City of Lockhart
Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Maria Valenzuela
Its: Area Manager Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2023____, by and between City of Lockhart, Texas, a Home Rule Municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

BEING 0.5452 acres (23,750 square feet) of land out of the called 1.435 acre tract conveyed to the City of Lockhart, Texas, by Warranty Deed recorded under Volume 169, Page 755, of the Official Public Records of Caldwell County, Texas (O.P.R. C.C.T.), said 0.5452 acre tract being a Water Tower Easement lying within the Francis Berry Survey, A-2, and is more particularly described as follows:

BEGINNING at a 1/2 iron pipe found in the southeast line of a called 90.51 acre tract conveyed to O.G. COE Limited Partnership by Warranty deed recorded under Volume 383, Page 636 O.P.R. C.C.T., for the west corner of a called 31.97 acre tract "Tract Three" conveyed to Lockhart ISD by Warranty deed recorded under Volume 155, Page 870 O.P.R. C.C.T., and the north corner of said 1.435 acre tract;

THENCE South 31°01'56" East, with the common line between said 31.97 acre tract and said 1.435 acre tract, a distance of 150.00 feet to a point for the east corner of the herein described tract, from which a found 1/2 inch iron rod bears North 31°01'56" West, a distance of 0.49 feet;

THENCE South 58°41'15" West, a distance of 125.00 feet to a point for the south corner of the herein described tract;

THENCE North 31°05'06" West, a distance of 70.00 feet to a point for an interior corner;

THENCE South 58°38'54" West, a distance of 125.00 feet to a point in the southwest line of said 1.435 acre tract and a north line of a called 40 foot wide Utility and Access Easement described in Volume 169, Page 755 O.P.R. C.C.T., for the most westerly southwest corner of the herein described tract;

THENCE North 31°01'56" West, with the southeast line of said 1.435 acre tract, a distance of 40.00 feet to a point for the most westerly northwest corner of the herein described tract;

THENCE North 58°34'54" East, a distance of 125.00 feet to a point for an interior corner;

THENCE North 31°01'56" West, a distance of 40.00 feet to a point in the common line between said 1.435 acre tract and said 90.51 acre tract, for the most northerly west corner of the herein described tract;

THENCE North 58°41'15" East, with said common line, a distance of 125.00 to the **POINT OF BEGINNING**, containing 0.5452 acres (23,750 square feet) of land.

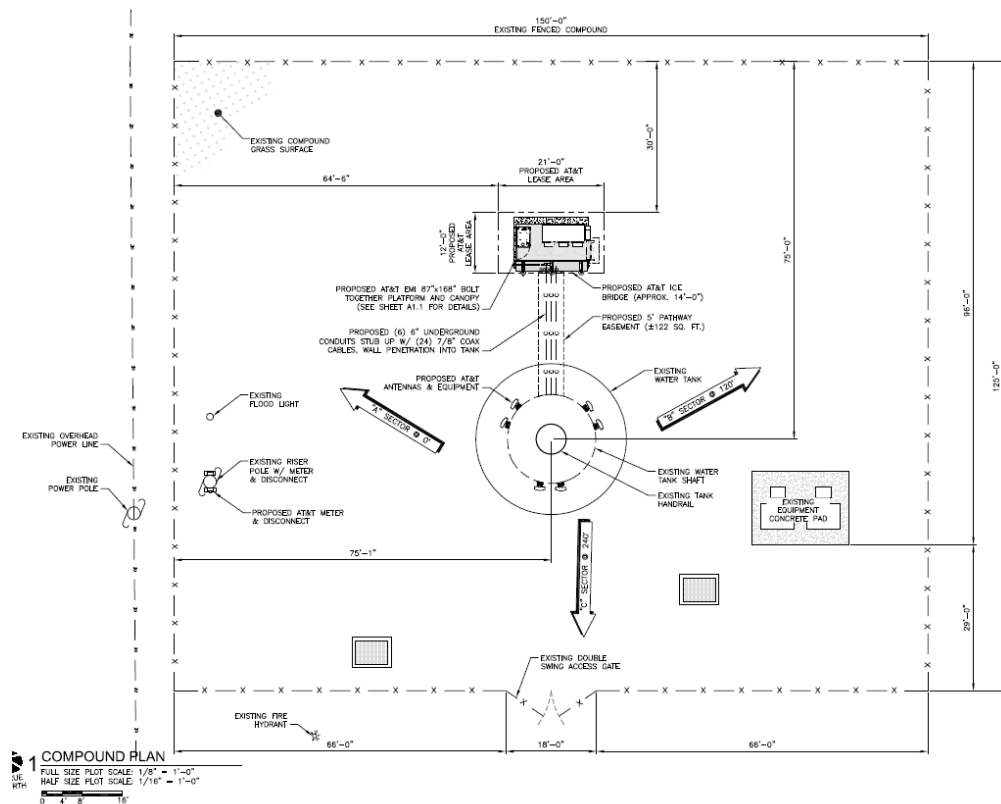
Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:



Non-Tower Structure

Market: SOUTH TEXAS
Cell Site Number: AXL02411
Cell Site Name: CLEAR FORK
Search Ring Name: CLEAR FORK
Fixed Asset Number: 15055418

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by City of Lockhart, TX, a Home Rule Municipality having a mailing address of 308 W. San Antonio Street, Lockhart, TX 78644 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the “**Structure**”), together with all rights and privileges arising in connection therewith, located at 460 City Line Road, in the County of Caldwell, State of Texas (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) The actual portion of the structure to be leased, including the air space above such rooftop/basement/ground space, is described on attached **Exhibit 1**, for the placement of Tenant’s Communication Facility;

(b) space for any structural steel or other improvements to support Tenant’s equipment (collectively, the space referenced in (a) and (b) is the “**Equipment Space**”);

(c) that certain space on the Structure, as generally depicted on **Exhibit 1**, each measuring twenty (20) contiguous linear feet wide and ten (10) contiguous linear feet deep, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the “**Antenna Space**”); and

(d) those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Equipment Space and Antenna Space; and between Tenant’s equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the “**Premises**.”

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the “**Permitted**

Non-Tower Structure

Use"). For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense.

Tenant has the right, to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless either party notifies the other in writing of that party's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least ninety (90) days prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, and if Tenant remains in possession of the Premises after the termination of this Agreement, this Agreement shall continue in force upon the same covenants, terms and conditions on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement. Monthly Rent during such Holdover Terms shall be equal to the Rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Dollars and No/100 Dollars (\$2,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by two percent (2.0%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond

such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility,

Non-Tower Structure

the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) Tenant shall not interfere with Landlord's use or operation of the Structure nor with its use or operation by persons or entities having prior rights of access or use any portion of the Structure granted before the Effective Date. Tenant will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(e) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors..

(b) Landlord agrees, to the extent allowed by law, to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant actual, quiet and peaceful use,

enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant Access to the Premises, but not to the interior of the Structure, and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use

of audio and video navigation and recording in connection with the use of the UAS. . If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, **with** Landlord's consent, which shall not be unreasonably withheld, delayed or conditioned, provided that Tenant may assign this Agreement, without consent, to an Affiliate. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: AXL2411 Cell Site Name: Clear Fork (TX)
Fixed Asset #: 15055418
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: AXL2411 Cell Site Name: Clear Fork (TX)
Fixed Asset #: 15055418
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City Manager
City of Lockhart
308 W. San Antonio Street

Lockhart, TX 78644

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to

pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents,

Non-Tower Structure

Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any

Non-Tower Structure

claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’

fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

City of Lockhart
Lockhart, Texas

By: _____
Print Name: Lew White
Its: Mayor, City of Lockhart
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Maria Valenzuela
Its: Area Manager Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Structure Lease Agreement dated _____, 2023, by and between City of Lockhart, a a Home Rule Municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

BEING 0.5452 acres (23,750 square feet) of land out of the called 1.435 acre tract conveyed to the City of Lockhart, Texas, by Warranty Deed recorded under Volume 169, Page 755, of the Official Public Records of Caldwell County, Texas (O.P.R. C.C.T.), said 0.5452 acre tract being a Water Tower Easement lying within the Francis Berry Survey, A-2, and is more particularly described as follows:

BEGINNING at a 1/2 iron pipe found in the southeast line of a called 90.51 acre tract conveyed to O.G. COE Limited Partnership by Warranty deed recorded under Volume 383, Page 636 O.P.R. C.C.T., for the west corner of a called 31.97 acre tract "Tract Three" conveyed to Lockhart ISD by Warranty deed recorded under Volume 155, Page 870 O.P.R. C.C.T., and the north corner of said 1.435 acre tract;

THENCE South 31°01'56" East, with the common line between said 31.97 acre tract and said 1.435 acre tract, a distance of 150.00 feet to a point for the east corner of the herein described tract, from which a found 1/2 inch iron rod bears North 31°01'56" West, a distance of 0.49 feet;

THENCE South 58°41'15" West, a distance of 125.00 feet to a point for the south corner of the herein described tract;

THENCE North 31°05'06" West, a distance of 70.00 feet to a point for an interior corner;

THENCE South 58°38'54" West, a distance of 125.00 feet to a point in the southwest line of said 1.435 acre tract and a north line of a called 40 foot wide Utility and Access Easement described in Volume 169, Page 755 O.P.R. C.C.T., for the most westerly southwest corner of the herein described tract;

THENCE North 31°01'56" West, with the southeast line of said 1.435 acre tract, a distance of 40.00 feet to a point for the most westerly northwest corner of the herein described tract;

THENCE North 58°34'54" East, a distance of 125.00 feet to a point for an interior corner;

THENCE North 31°01'56" West, a distance of 40.00 feet to a point in the common line between said 1.435 acre tract and said 90.51 acre tract, for the most northerly west corner of the herein described tract;

THENCE North 58°41'15" East, with said common line, a distance of 125.00 to the **POINT OF BEGINNING**, containing 0.5452 acres (23,750 square feet) of land.

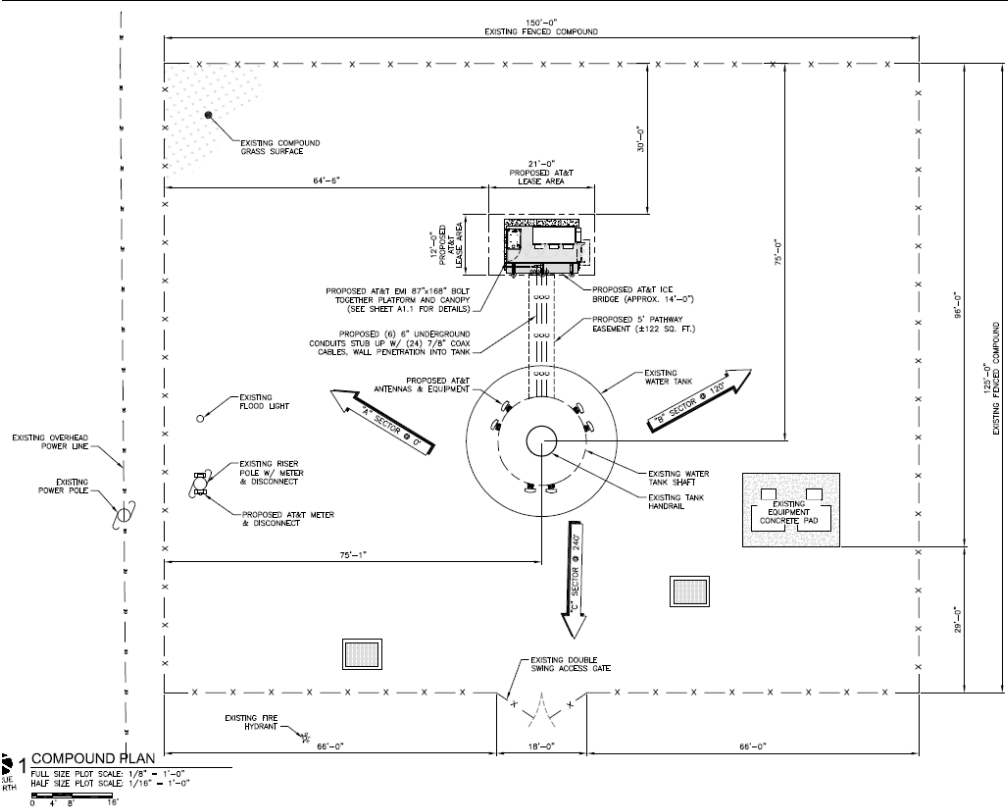
Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN AB

Non-Tower Structure

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

Non-Tower Structure



(512) 398-3461 • FAX (512) 398-5103
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

February 7, 2023

Re: Authorized Access granted to AT&T Representatives

To whom it may concern,

Please be advised that we have signed a lease with AT&T permitting AT&T representatives to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Non-Tower Structure

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 2023, by and between City of Lockhart, a Home Rule Municipality having its principal office/residing at 308 W. San Antonio Street, Lockhart, TX 78644 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with New Cingular Wireless PCS, LLC (a Delaware limited liability company), and with five (5) successive five (5) year option to renew unless Landlord provides written notice to Tenant its intent to terminate the Agreement.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Lockhart, a
Home Rule Municipality

By: _____
Print Name: Lew White
Its: Mayor, City of Lockhart
Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Maria Valenzuela
Its: Area Manager Construction & Engineering
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2023 ____, by and between City of Lockhart, Texas, a Home Rule Municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

BEING 0.5452 acres (23,750 square feet) of land out of the called 1.435 acre tract conveyed to the City of Lockhart, Texas, by Warranty Deed recorded under Volume 169, Page 755, of the Official Public Records of Caldwell County, Texas (O.P.R. C.C.T.), said 0.5452 acre tract being a Water Tower Easement lying within the Francis Berry Survey, A-2, and is more particularly described as follows:

BEGINNING at a 1/2 iron pipe found in the southeast line of a called 90.51 acre tract conveyed to O.G. COE Limited Partnership by Warranty deed recorded under Volume 383, Page 636 O.P.R. C.C.T., for the west corner of a called 31.97 acre tract "Tract Three" conveyed to Lockhart ISD by Warranty deed recorded under Volume 155, Page 870 O.P.R. C.C.T., and the north corner of said 1.435 acre tract;

THENCE South 31°01'56" East, with the common line between said 31.97 acre tract and said 1.435 acre tract, a distance of 150.00 feet to a point for the east corner of the herein described tract, from which a found 1/2 inch iron rod bears North 31°01'56" West, a distance of 0.49 feet;

THENCE South 58°41'15" West, a distance of 125.00 feet to a point for the south corner of the herein described tract;

THENCE North 31°05'06" West, a distance of 70.00 feet to a point for an interior corner;

THENCE South 58°38'54" West, a distance of 125.00 feet to a point in the southwest line of said 1.435 acre tract and a north line of a called 40 foot wide Utility and Access Easement described in Volume 169, Page 755 O.P.R. C.C.T., for the most westerly southwest corner of the herein described tract;

THENCE North 31°01'56" West, with the southeast line of said 1.435 acre tract, a distance of 40.00 feet to a point for the most westerly northwest corner of the herein described tract;

THENCE North 58°34'54" East, a distance of 125.00 feet to a point for an interior corner;

THENCE North 31°01'56" West, a distance of 40.00 feet to a point in the common line between said 1.435 acre tract and said 90.51 acre tract, for the most northerly west corner of the herein described tract;

THENCE North 58°41'15" East, with said common line, a distance of 125.00 to the **POINT OF BEGINNING**, containing 0.5452 acres (23,750 square feet) of land.

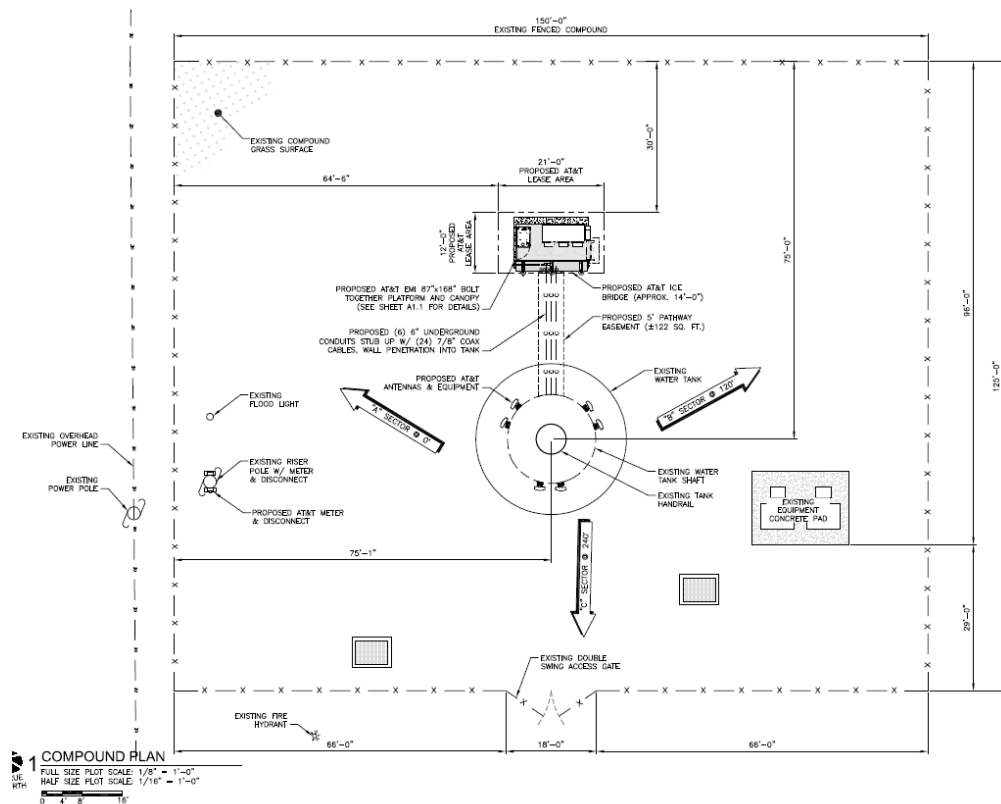
Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:



Non-Tower Structure

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Non-Tower Structure

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Lockhart																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																			
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																																			
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																			
	☒ Other (see instructions) ▶ Municipality - Government																																																			
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)																																																				
5 Address (number, street, and apt. or suite no.) See instructions. 308 W. San Antonio Street		Requester's name and address (optional)																																																		
6 City, state, and ZIP code Lockhart, Texas 78644																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">3</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> </tr> </table>			Social security number																				OR										Employer identification number										7	4	-	6	0	0	1	6	3	4
Social security number																																																				
OR																																																				
Employer identification number																																																				
7	4	-	6	0	0	1	6	3	4																																											
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> Sign Here </td> <td style="width: 60%; vertical-align: bottom;"> Signature of U.S. person ▶ <i>Maria Maselky</i> </td> <td style="width: 25%; vertical-align: bottom;"> Date ▶ <i>1-24-2023</i> </td> </tr> </table>			Sign Here	Signature of U.S. person ▶ <i>Maria Maselky</i>	Date ▶ <i>1-24-2023</i>																																															
Sign Here	Signature of U.S. person ▶ <i>Maria Maselky</i>	Date ▶ <i>1-24-2023</i>																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																				
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Non-Tower Structure

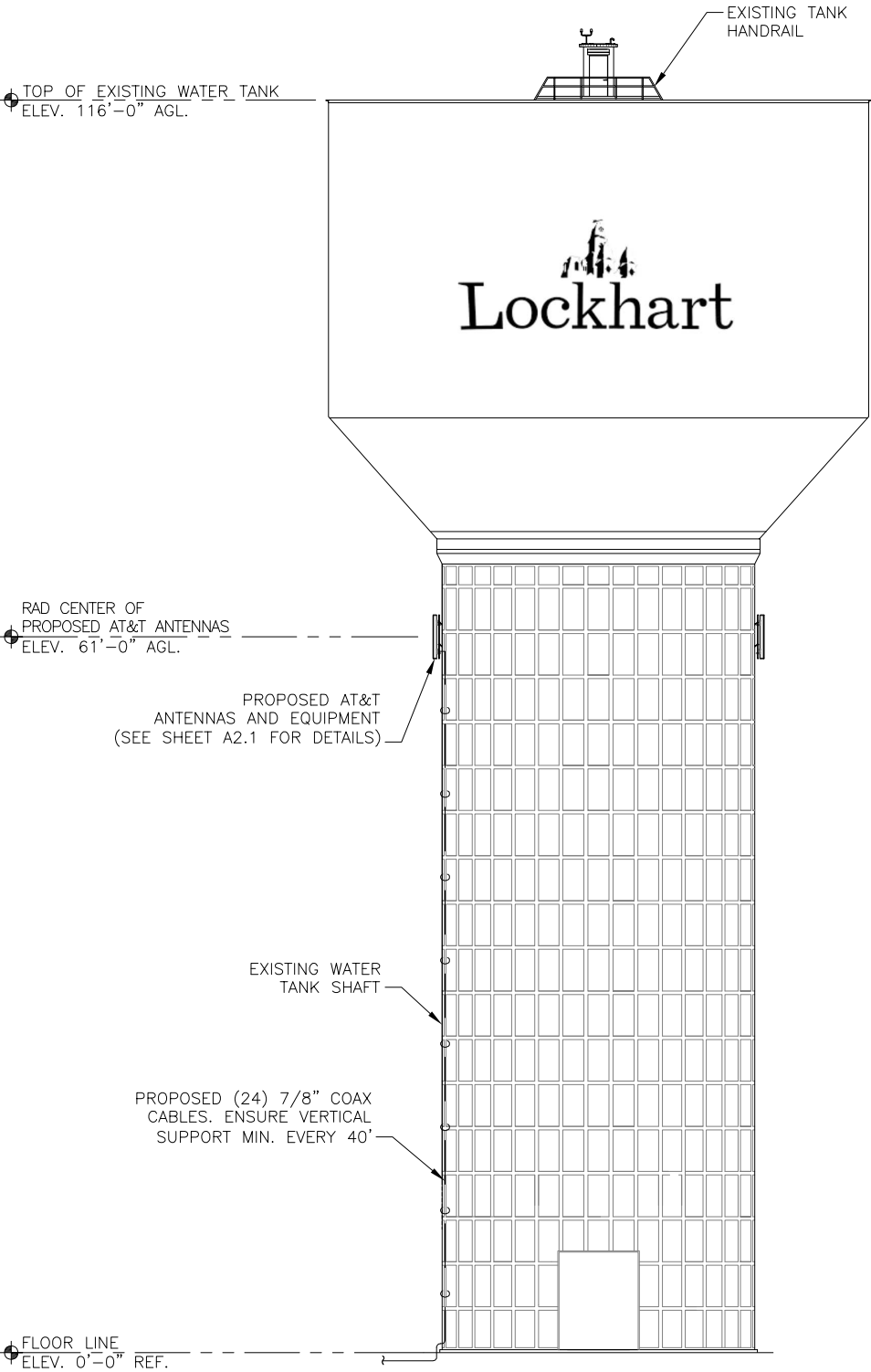
COLLOCATION NOTE:
STRUCTURAL ANALYSIS PERFORMED UNDER SEPERATE SCOPE OF WORK BY MOUNTAIN, LTD. ENGINEERING. CONTRACTOR SHALL THOROUGHLY REVIEW AND ADHERE TO THE PASSING STRUCTURAL ANALYSIS DATED 07/08/22 , FOR STRUCTURAL INFORMATION INCLUDING BUT NOT LIMITED TO STRUCTURAL UPGRADES, MOUNTING TYPES, ANTENNA DETAILS AND HEIGHTS, RRU MOUNTING, CABLE ROUTING, ETC. ANY DISCREPANCY BETWEEN THE DRAWINGS AND STRUCTURAL ANALYSIS, AND/OR TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

ANTENNA CABLE NOTES:

1. ALL CABLES SHALL HAVE VERTICAL SUPPORTS EVERY 40’ MIN. OR AS REQUIRED BY THE MANUFACTURER.
2. WHERE APPLICABLE, VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.
3. ALL JUMPERS TO THE ANTENNAS FROM THE RRU WILL BE 1/2” JUMPERS AND SHALL NOT EXCEED 6’-0”.
4. UPON COMPLETION, PROVIDE A HEIGHT VERIFICATION DEPICTING RAD CENTER AND TOP OF ANTENNA.

ANTENNA MOUNTING NOTES:

1. ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING.
2. CONTRACTOR SHALL VERIFY PROPOSED ANTENNA RAD CENTER ELEVATION AND ORIENTATIONS WITH AT&T PRIOR TO INSTALLATION OF ANTENNAS.
3. PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, EXISTING TOWER AND TOWER FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE PROPOSED LOADS. REFER TO STRUCTURAL ANALYSIS BY MOUNTAIN, LTD.
4. NO ERECTION (WHERE APPLICABLE) OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.
5. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA/EIA-222-H OR APPLICABLE LOCAL CODES.
6. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123, UNLESS NOTED OTHERWISE.
7. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 UNLESS NOTED OTHERWISE.
8. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
9. ALL ANTENNA MOUNTS SHALL BE INSTALLED PER MANUFACTURER SPECIFICATIONS.
10. MINIMUM HORIZONTAL SPACING SHALL BE 4’-0” BETWEEN ANTENNAS.
- 11.VERTICAL SPACING BETWEEN SITE PRO1 STANDOFF MOUNTS TO BE 48” MIN. CLEARANCE.



1 TOWER ELEVATION
SCALE: N.T.S.

PREPARED FOR:

AT&T MOBILITY
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

4520 TEJASCO DRIVE
SAN ANTONIO, TX 78218

SITE NAME:
CLEAR FORK

SITE NUMBER:
AXL02411

SITE ADDRESS:
460 CITY LINE ROAD
LOCKHART, TX 78644
CALDWELL COUNTY

01/20/2023

TEXAS FIRM#-21390

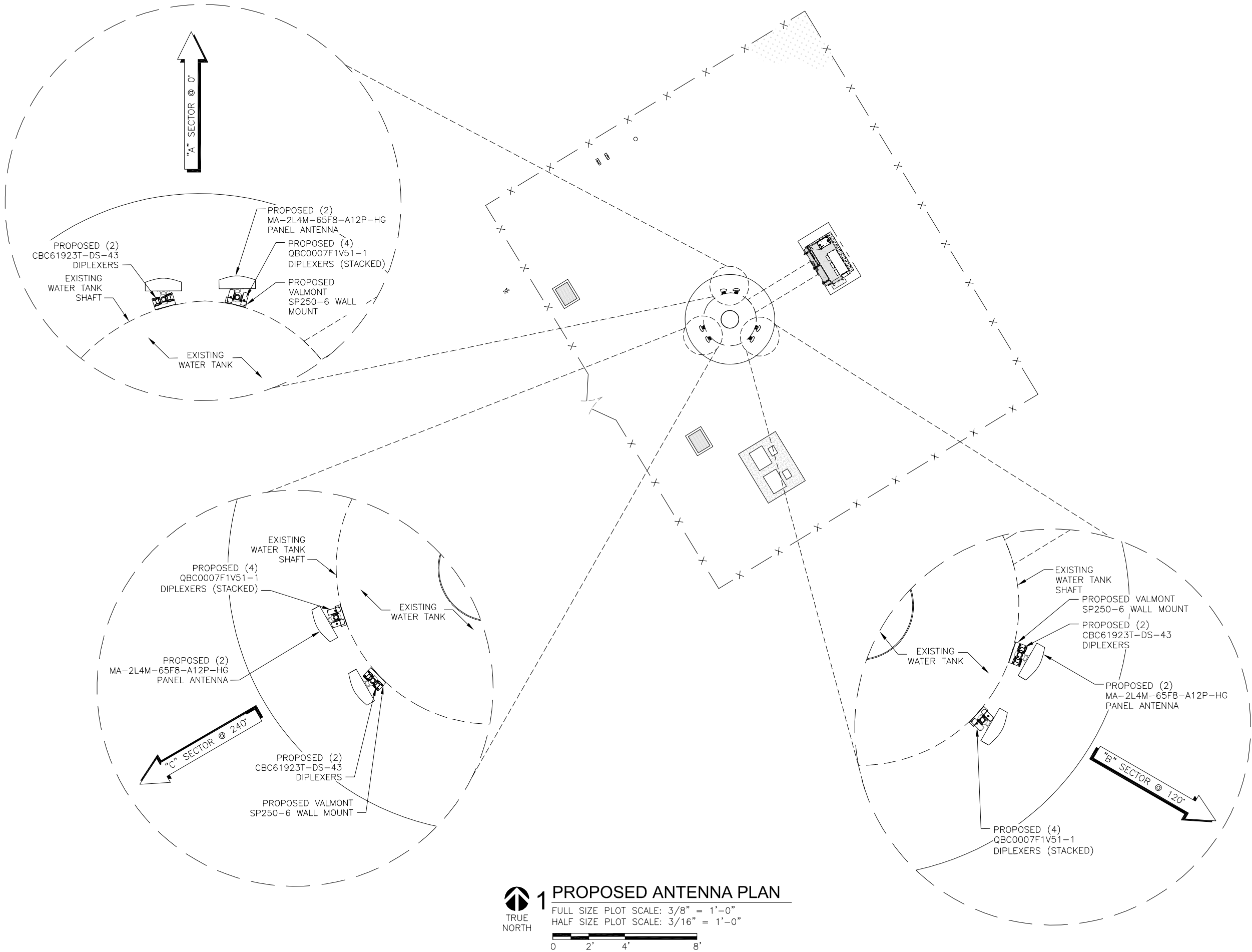
DRAWN BY:	IL
APPROVED BY:	TH
DATE DRAWN:	03/23/22

REVISION			
NO	DESCRIPTION	BY	DATE
A	ISSUED FOR REVIEW	IL	03/23/22
0	ISSUED FOR CONSTRUCTION	IL	07/08/22
1	LATEST RFDS	IL	09/31/22
2	RRUS LOCATION	IL	01/20/23

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER:
A2.0

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF AT&T AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF AT&T.



1 PROPOSED ANTENNA PLAN
 FULL SIZE PLOT SCALE: 3/8" = 1'-0"
 HALF SIZE PLOT SCALE: 3/16" = 1'-0"
 0 2' 4' 8'

PREPARED FOR:

 AT&T MOBILITY
 1801 VALLEY VIEW LANE
 FARMERS BRANCH, TX 75234

NEXIUS
 4520 TEJASCO DRIVE
 SAN ANTONIO, TX 78218

SITE NAME:
CLEAR FORK
 SITE NUMBER:
AXL02411

SITE ADDRESS:
 460 CITY LINE ROAD
 LOCKHART, TX 78644
 CALDWELL COUNTY

01/20/2023



DRAWN BY:	IL		
APPROVED BY:	TH		
DATE DRAWN:	03/23/22		
REVISION			
NO	DESCRIPTION	BY	DATE
A	ISSUED FOR REVIEW	IL	03/23/22
0	ISSUED FOR CONSTRUCTION	IL	07/08/22
1	LATEST RFDS	IL	09/31/22
2	RRUS LOCATION	IL	01/20/23

SHEET TITLE:
PROPOSED ANTENNA PLAN

SHEET NUMBER:
A2.1

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding recommendation to award bid to 304 Construction, LLC of Cedar Creek, Texas in the amount of \$199,600 for the construction of the 2023 Sidewalk Improvements Project.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: In 2022, City staff evaluated sidewalk conditions within the city and determined that many deficiencies within the sidewalk system. It was decided by Council to unanimously approve the use of up to \$350,000 from the Series 2022 Tax Note to remedy the worst sidewalk deficiencies first. Sidewalk Improvements Project consists of approximately 1,456 SY of concrete sidewalk replacement, and 21 concrete ramp replacements, which is approximately 3,250 linear feet of sidewalks of various widths in various locations throughout town. Ten (10) bids for the project were received, ranging from \$199,600 to \$438,484. The lowest bid was submitted by 304 Construction, LLC in the amount of \$199,600. TRC has conducted reference checks on 304 Construction and found that all references that were contacted recommended this contractor for future work.

PROJECT SCHEDULE (if applicable): The contract completion period will be 60 days once contracts have been signed and the preconstruction meeting scheduled.

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$199,600

Account Number: Series 2022 Tax Note

Funds Available: \$350,000

Account Name: Series 2022 Tax Note

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the bid to 304 Construction, LLC in the amount of \$199,600.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Advertisement for Bids - Lockhart Sidewalk Improvements, Lockhart 2022 Sidewalk Improvements - Bid Award Recommendation from TRC dated February 15, 2023, SIDEWALK IMPROVEMENTS List, SIDEWALK IMPROVEMENTS Map

ADVERTISEMENT FOR BIDS

Sealed proposals addressed to the City Manager of the City of Lockhart will be received at the Lockhart City Hall, 308 West San Antonio, Lockhart, Texas 78644, until **11:00 A.M., February 9, 2023** for the **2022 Sidewalk Improvements Project**, at which time and place will be publicly opened and read aloud. Any bid received after the closing time will be returned unopened.

The project consists of approximately 1,456 SY of Concrete Sidewalk Replacement; Replacement of 21 Concrete Sidewalk Ramps as required on various City Streets; and all other appurtenances necessary for the completion of the project.

Bidders shall submit with their bids a Cashier's Check in the amount of five percent (5%) of the maximum total bid, payable to the City of Lockhart, Texas without recourse, or a Proposal Bond in the same amount from an approved Surety Company as a guarantee that Bidder will enter into a contract and execute performance and payment bonds on the forms provided, within ten (10) days after the award of Contract. Bids without a check or Proposal Bond will not be considered.

The successful Bidder must furnish Performance and Payments Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas to act as Surety and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

Plans and specifications may be examined without charge at Lockhart City Hall. Bid Documents and Construction Drawings for the project may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com. Bidders must register on this website in order to view and/or download specifications, plans, and other related documents for this project. Printed copies of the specifications and drawings may also be viewed at the Engineer's office, TRC Engineers, Inc., 505 East Huntland Drive, Suite 250, Austin, Texas 78752, (512) 454-8716.

Please submit questions for this project 48 hours prior to bid opening through www.civcastusa.com in the Q&A portal. All addenda issued for this project will be posted on www.civcastusa.com. It is the responsibility of the Contractor bidding to use proper scaling, paper size, etc., for bid quantities. Failure to do so may result in an error in the Unit Bid Quantities and/or Bid Amounts.

The City Council of the City of Lockhart reserves the right to reject any or all bids and to waive formalities. No bid may be withdrawn within sixty (60) days after the date on which bids are received.

**CITY OF LOCKHART, TEXAS
STEVEN LEWIS, CITY MANAGER**



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

February 15, 2023

Mr. Sean Kelley, Public Works Director
City of Lockhart
705 Wichita Street
Lockhart, Texas 78644

**RE: 2022 Sidewalk Improvements Project
Bid Award Recommendation**

Dear Mr. Kelley:

Ten (10) sealed bids were received at Lockhart City Hall on February 9, 2023, at 11:00 A.M. for the above-referenced project. The total bids ranged from \$199,600.00 from 304 Construction, LLC of Cedar Creek, Texas to \$438,484.00 from M&C Fonseca Construction Co., Inc. of Granite Shoals, Texas. A detailed bid tabulation is attached for your reference.

The project consists of approximately 1,456 SY of Concrete Sidewalk Replacement; replacement of 21 Concrete Sidewalk Ramps as required on various City Streets; and all other appurtenances necessary for the completion of the project. The construction completion period is sixty (60) days.

TRC conducted reference checks on 304 Construction, LLC and found that all references who were contacted recommended this contractor for future work. Therefore, it is recommended that the City award the project to 304 Construction, LLC in the amount of \$199,600.00. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond, and Payment Bond to the City.

If you have any other questions or comments, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink that reads 'William Wachel'.

William Wachel, PE
Deputy Director - DMS

Attachment: Bid Tabulation



				304 Construction 1083 FM, Suite I-9 Cedar Creek, Texas 78612		NDM Construction, LLC 252 Guemal Road Buda, Texas 78610		Westar Construction, Inc. 4500 Williams Drive Georgetown, Texas 78633		Bueno Pro Services, LLC 244 FM, Suite 120 New Braunfels, Texas 78130		Packsaddle Management, LLC PO Box 4385 Horseshoe Bay, Texas 78657		AR6 Construction 26726 Rockwall Parkway New Braunfels, Texas 78132	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Performance and Payment Bonds	1	L.S.	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$10,300.00	\$10,300.00	\$8,048.91	\$8,048.91	\$7,000.00	\$7,000.00	\$6,163.00	\$6,163.00
P.2	Mobilization/Demobilization	1	L.S.	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$10,300.00	\$10,300.00	\$50,000.00	\$50,000.00	\$10,000.00	\$10,000.00	\$7,263.52	\$7,263.52
P.3	SWPPP	1	L.S.	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$3,150.00	\$3,150.00
P.4	Install sidewalk on Blake's Cove	12	S.Y.	\$100.00	\$1,200.00	\$135.00	\$1,620.00	\$135.00	\$1,620.00	\$385.00	\$4,620.00	\$168.00	\$2,016.00	\$172.17	\$2,066.04
P.5	Install sidewalk on S. Blanco Street	317	S.Y.	\$100.00	\$31,700.00	\$135.00	\$42,795.00	\$135.00	\$42,795.00	\$91.50	\$29,005.50	\$168.00	\$53,256.00	\$172.17	\$54,577.89
P.6	Install sidewalk on Blue Sky Lane	48	S.Y.	\$100.00	\$4,800.00	\$135.00	\$6,480.00	\$135.00	\$6,480.00	\$185.00	\$8,880.00	\$168.00	\$8,064.00	\$172.17	\$8,264.16
P.7	Install sidewalk on Bois D'Arc Street	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.8	Install sidewalk on S. Brazos Street	30	S.Y.	\$100.00	\$3,000.00	\$135.00	\$4,050.00	\$135.00	\$4,050.00	\$185.00	\$5,550.00	\$168.00	\$5,040.00	\$172.17	\$5,165.10
P.9	Install sidewalk on Center Street	18	S.Y.	\$100.00	\$1,800.00	\$135.00	\$2,430.00	\$135.00	\$2,430.00	\$265.50	\$4,779.00	\$168.00	\$3,024.00	\$172.17	\$3,099.06
P.10	Install sidewalk on Clearfork Street	36	S.Y.	\$100.00	\$3,600.00	\$135.00	\$4,860.00	\$135.00	\$4,860.00	\$185.00	\$6,660.00	\$168.00	\$6,048.00	\$172.17	\$6,198.12
P.11	Install sidewalk on Colton Lane	22	S.Y.	\$100.00	\$2,200.00	\$135.00	\$2,970.00	\$135.00	\$2,970.00	\$225.00	\$4,950.00	\$168.00	\$3,696.00	\$172.17	\$3,787.74
P.12	Install sidewalk on S. Commerce Street	21	S.Y.	\$100.00	\$2,100.00	\$135.00	\$2,835.00	\$135.00	\$2,835.00	\$225.00	\$4,725.00	\$168.00	\$3,528.00	\$172.17	\$3,615.57
P.13	Install sidewalk on Connolly Circle	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.14	Install sidewalk on Elm Street	39	S.Y.	\$100.00	\$3,900.00	\$135.00	\$5,265.00	\$135.00	\$5,265.00	\$195.00	\$7,605.00	\$168.00	\$6,552.00	\$172.17	\$6,714.63
P.15	Install sidewalk on Hickory Street	56	S.Y.	\$100.00	\$5,600.00	\$135.00	\$7,560.00	\$135.00	\$7,560.00	\$185.00	\$10,360.00	\$168.00	\$9,408.00	\$172.17	\$9,641.52
P.16	Install sidewalk on Lion Country Drive	7	S.Y.	\$100.00	\$700.00	\$135.00	\$945.00	\$135.00	\$945.00	\$415.00	\$2,905.00	\$168.00	\$1,176.00	\$172.17	\$1,205.19
P.17	Install sidewalk on S. Main Street	277	S.Y.	\$100.00	\$27,700.00	\$135.00	\$37,395.00	\$135.00	\$37,395.00	\$96.00	\$26,592.00	\$168.00	\$46,536.00	\$172.17	\$47,691.09
P.18	Install sidewalk on S. Medina Street	11	S.Y.	\$100.00	\$1,100.00	\$135.00	\$1,485.00	\$135.00	\$1,485.00	\$385.00	\$4,235.00	\$168.00	\$1,848.00	\$172.17	\$1,893.87
P.19	Install sidewalk on Mockingbird Lane	25	S.Y.	\$100.00	\$2,500.00	\$135.00	\$3,375.00	\$135.00	\$3,375.00	\$225.00	\$5,625.00	\$168.00	\$4,200.00	\$172.17	\$4,304.25
P.20	Install sidewalk on Monte Vista Drive	7	S.Y.	\$100.00	\$700.00	\$135.00	\$945.00	\$135.00	\$945.00	\$415.00	\$2,905.00	\$168.00	\$1,176.00	\$172.17	\$1,205.19
P.21	Install sidewalk on Nueces Street	178	S.Y.	\$100.00	\$17,800.00	\$135.00	\$24,030.00	\$135.00	\$24,030.00	\$110.00	\$19,580.00	\$168.00	\$29,904.00	\$172.17	\$30,646.26
P.22	Install sidewalk on N. Pecos Street	63	S.Y.	\$100.00	\$6,300.00	\$135.00	\$8,505.00	\$135.00	\$8,505.00	\$205.00	\$12,915.00	\$168.00	\$10,584.00	\$172.17	\$10,846.71
P.23	Install sidewalk on W. Prairie Lea Street	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.24	Install sidewalk on Prickly Pear Street	7	S.Y.	\$100.00	\$700.00	\$135.00	\$945.00	\$135.00	\$945.00	\$415.00	\$2,905.00	\$168.00	\$1,176.00	\$172.17	\$1,205.19
P.25	Install sidewalk on Rio Grande Street	54	S.Y.	\$100.00	\$5,400.00	\$135.00	\$7,290.00	\$135.00	\$7,290.00	\$195.00	\$10,530.00	\$168.00	\$9,072.00	\$172.17	\$9,297.18
P.26	Install sidewalk on St. Thomas Street	9	S.Y.	\$100.00	\$900.00	\$135.00	\$1,215.00	\$135.00	\$1,215.00	\$385.00	\$3,465.00	\$168.00	\$1,512.00	\$172.17	\$1,549.53
P.27	Install sidewalk on Summerside Avenue	93	S.Y.	\$100.00	\$9,300.00	\$135.00	\$12,555.00	\$135.00	\$12,555.00	\$165.00	\$15,345.00	\$168.00	\$15,624.00	\$172.17	\$16,011.81
P.28	Install sidewalk on Thunderstorm Avenue	45	S.Y.	\$100.00	\$4,500.00	\$135.00	\$6,075.00	\$135.00	\$6,075.00	\$185.00	\$8,325.00	\$168.00	\$7,560.00	\$172.17	\$7,747.65
P.29	Install sidewalk on Trinity Street	35	S.Y.	\$100.00	\$3,500.00	\$135.00	\$4,725.00	\$135.00	\$4,725.00	\$195.00	\$6,825.00	\$168.00	\$5,880.00	\$172.17	\$6,025.95
P.30	Install sidewalk on Walter Ellison Drive	14	S.Y.	\$100.00	\$1,400.00	\$135.00	\$1,890.00	\$135.00	\$1,890.00	\$275.00	\$3,850.00	\$168.00	\$2,352.00	\$172.17	\$2,410.38
P.31	Install sidewalk on Windridge Drive	5	S.Y.	\$100.00	\$500.00	\$135.00	\$675.00	\$135.00	\$675.00	\$455.00	\$2,275.00	\$168.00	\$840.00	\$172.17	\$860.85
P.32	Install curb ramps on S. Blanco Street	2	EA.	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,750.00	\$5,500.00	\$1,950.00	\$3,900.00	\$4,000.00	\$8,000.00	\$3,956.21	\$7,912.42
P.33	Install curb ramps on Blue Sky Lane	3	EA.	\$2,000.00	\$6,000.00	\$1,800.00	\$5,400.00	\$2,750.00	\$8,250.00	\$1,950.00	\$5,850.00	\$4,000.00	\$12,000.00	\$3,956.21	\$11,868.63
P.34	Install curb ramps on S. Brazos Street	7	EA.	\$2,000.00	\$14,000.00	\$1,800.00	\$12,600.00	\$2,750.00	\$19,250.00	\$1,550.00	\$10,850.00	\$4,000.00	\$28,000.00	\$3,956.21	\$27,693.47
P.35	Install curb ramps on Clearfork Street	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.36	Install curb ramps on Elm Street	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.37	Install curb ramps on S. Main Street	2	EA.	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,750.00	\$5,500.00	\$1,950.00	\$3,900.00	\$4,000.00	\$8,000.00	\$3,956.21	\$7,912.42
P.38	Install curb ramps on S. Mockingbird Lane	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.39	Install curb ramps on San Jacinto Street	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
P.40	Install curb ramps on Summerside Avenue	2	EA.	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,750.00	\$5,500.00	\$1,950.00	\$3,900.00	\$4,000.00	\$8,000.00	\$3,956.21	\$7,912.42
P.41	Install curb ramps on Thunderstorm Avenue	1	EA.	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00	\$1,950.00	\$1,950.00	\$4,000.00	\$4,000.00	\$3,956.21	\$3,956.21
	TOTAL BID				\$199,600.00		\$267,360.00		\$276,910.00		\$330,005.41		\$349,608.00		\$350,336.45



				Myers Concrete Construction 2301 FM 3237 Wimberley, Texas 78676		WJC Constructors, LLC PO Box 104 Smithville, Texas 78957		ONO Contracting, Inc. 7926 Rustic Forest San Antonio, Texas 78239		M&C Fonseca Construction 1901 Prairie Creek Road Granite Shoals, Texas 78654	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
P.1	Performance and Payment Bonds	1	L.S.	\$7,954.00	\$7,954.00	\$9,977.00	\$9,977.00	\$14,866.00	\$14,866.00	\$10,000.00	\$10,000.00
P.2	Mobilization/Demobilization	1	L.S.	\$25,924.00	\$25,924.00	\$19,003.00	\$19,003.00	\$27,016.00	\$27,016.00	\$10,000.00	\$10,000.00
P.3	SWPPP	1	L.S.	\$2,294.00	\$2,294.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
P.4	Install sidewalk on Blake's Cove	12	S.Y.	\$219.00	\$2,628.00	\$240.00	\$2,880.00	\$550.00	\$6,600.00	\$176.50	\$2,118.00
P.5	Install sidewalk on S. Blanco Street	317	S.Y.	\$168.00	\$53,256.00	\$200.00	\$63,400.00	\$214.00	\$67,838.00	\$176.50	\$55,950.50
P.6	Install sidewalk on Blue Sky Lane	48	S.Y.	\$202.00	\$9,696.00	\$240.00	\$11,520.00	\$284.00	\$13,632.00	\$176.50	\$8,472.00
P.7	Install sidewalk on Bois D'Arc Street	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$333.00	\$2,997.00	\$176.50	\$1,588.50
P.8	Install sidewalk on S. Brazos Street	30	S.Y.	\$219.00	\$6,570.00	\$240.00	\$7,200.00	\$156.00	\$4,680.00	\$176.50	\$5,295.00
P.9	Install sidewalk on Center Street	18	S.Y.	\$219.00	\$3,942.00	\$240.00	\$4,320.00	\$228.00	\$4,104.00	\$176.50	\$3,177.00
P.10	Install sidewalk on Clearfolk Street	36	S.Y.	\$202.00	\$7,272.00	\$240.00	\$8,640.00	\$170.00	\$6,120.00	\$176.50	\$6,354.00
P.11	Install sidewalk on Colton Lane	22	S.Y.	\$219.00	\$4,818.00	\$240.00	\$5,280.00	\$250.00	\$5,500.00	\$176.50	\$3,883.00
P.12	Install sidewalk on S. Commerce Street	21	S.Y.	\$219.00	\$4,599.00	\$240.00	\$5,040.00	\$250.00	\$5,250.00	\$176.50	\$3,706.50
P.13	Install sidewalk on Connolly Circle	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$333.00	\$2,997.00	\$176.50	\$1,588.50
P.14	Install sidewalk on Elm Street	39	S.Y.	\$202.00	\$7,878.00	\$240.00	\$9,360.00	\$170.00	\$6,630.00	\$176.50	\$6,883.50
P.15	Install sidewalk on Hickory Street	56	S.Y.	\$202.00	\$11,312.00	\$240.00	\$13,440.00	\$151.00	\$8,456.00	\$176.50	\$9,884.00
P.16	Install sidewalk on Lion Country Drive	7	S.Y.	\$219.00	\$1,533.00	\$240.00	\$1,680.00	\$333.00	\$2,331.00	\$176.50	\$1,235.50
P.17	Install sidewalk on S. Main Street	277	S.Y.	\$168.00	\$46,536.00	\$200.00	\$55,400.00	\$170.00	\$47,090.00	\$176.50	\$48,890.50
P.18	Install sidewalk on S. Medina Street	11	S.Y.	\$219.00	\$2,409.00	\$240.00	\$2,640.00	\$250.00	\$2,750.00	\$176.50	\$1,941.50
P.19	Install sidewalk on Mockingbird Lane	25	S.Y.	\$219.00	\$5,475.00	\$240.00	\$6,000.00	\$250.00	\$6,250.00	\$176.50	\$4,412.50
P.20	Install sidewalk on Monte Vista Drive	7	S.Y.	\$219.00	\$1,533.00	\$240.00	\$1,680.00	\$350.00	\$2,450.00	\$176.50	\$1,235.50
P.21	Install sidewalk on Nueces Street	178	S.Y.	\$168.00	\$29,904.00	\$200.00	\$35,600.00	\$469.00	\$83,482.00	\$176.50	\$31,417.00
P.22	Install sidewalk on N. Pecos Street	63	S.Y.	\$202.00	\$12,726.00	\$240.00	\$15,120.00	\$285.00	\$17,955.00	\$176.50	\$11,119.50
P.23	Install sidewalk on W. Prairie Lea Street	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$350.00	\$3,150.00	\$176.50	\$1,588.50
P.24	Install sidewalk on Prickly Pear Street	7	S.Y.	\$219.00	\$1,533.00	\$240.00	\$1,680.00	\$350.00	\$2,450.00	\$176.50	\$1,235.50
P.25	Install sidewalk on Rio Grande Street	54	S.Y.	\$202.00	\$10,908.00	\$240.00	\$12,960.00	\$150.00	\$8,100.00	\$176.50	\$9,531.00
P.26	Install sidewalk on St. Thomas Street	9	S.Y.	\$219.00	\$1,971.00	\$240.00	\$2,160.00	\$350.00	\$3,150.00	\$176.50	\$1,588.50
P.27	Install sidewalk on Summerside Avenue	93	S.Y.	\$202.00	\$18,786.00	\$240.00	\$22,320.00	\$171.00	\$15,903.00	\$176.50	\$16,414.50
P.28	Install sidewalk on Thunderstorm Avenue	45	S.Y.	\$202.00	\$9,090.00	\$240.00	\$10,800.00	\$285.00	\$12,825.00	\$176.50	\$7,942.50
P.29	Install sidewalk on Trinity Street	35	S.Y.	\$202.00	\$7,070.00	\$240.00	\$8,400.00	\$170.00	\$5,950.00	\$176.50	\$6,177.50
P.30	Install sidewalk on Walter Ellison Drive	14	S.Y.	\$219.00	\$3,066.00	\$240.00	\$3,360.00	\$600.00	\$8,400.00	\$176.50	\$2,471.00
P.31	Install sidewalk on Windridge Drive	5	S.Y.	\$219.00	\$1,095.00	\$240.00	\$1,200.00	\$400.00	\$2,000.00	\$176.50	\$882.50
P.32	Install curb ramps on S. Blanco Street	2	EA.	\$4,111.00	\$8,222.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00
P.33	Install curb ramps on Blue Sky Lane	3	EA.	\$4,111.00	\$12,333.00	\$2,500.00	\$7,500.00	\$3,500.00	\$10,500.00	\$6,500.00	\$19,500.00
P.34	Install curb ramps on S. Brazos Street	7	EA.	\$4,111.00	\$28,777.00	\$2,500.00	\$17,500.00	\$2,500.00	\$17,500.00	\$6,500.00	\$45,500.00
P.35	Install curb ramps on Clearfork Street	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00
P.36	Install curb ramps on Elm Street	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
P.37	Install curb ramps on S. Main Street	2	EA.	\$4,111.00	\$8,222.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00
P.38	Install curb ramps on S. Mockingbird Lane	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
P.39	Install curb ramps on San Jacinto Street	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
P.40	Install curb ramps on Summerside Avenue	2	EA.	\$4,111.00	\$8,222.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$6,500.00	\$13,000.00
P.41	Install curb ramps on Thunderstorm Avenue	1	EA.	\$4,111.00	\$4,111.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$6,500.00	\$6,500.00
	TOTAL BID				\$394,022.00		\$409,040.00		\$477,922.00		\$438,484.00

ATTACHMENT A								
Lockhart 2022 Sidewalk Improvement Project								
Street Name	N-S-E-W	From	To	Width (LF)	Length (LF)	Area (SF)	Area (SY)	Ramps (EA)
Blake's Cove	W	Colton	St. Thomas	4	10	40	5	
Blake's Cove	E	Blakes 518	St. Thomas	4	15	60	7	
Blake's Cove							12	0
Blanco Street	E	San Antonio W	Prairie Lea	6.5	70	455	51	2
Blanco Street	E	Live Oak W	Plum	4	130	520	58	
Blanco Street	W	Prairie Lea W	Live Oak W	3.5	70	245	28	
Blanco Street	W	Plum	Live Oak W	4	135	540	60	
Blanco Street	E	Blanco S 518		4	60	240	27	
Blanco Street	W	Blanco S 531		4	10	40	5	
Blanco Street	W	Blanco S 703		4	74	296	33	
Blanco Street	W	Blanco S 735		4	30	120	14	
Blanco Street	W	Blanco S 743		4	20	80	9	
Blanco Street	W	Prairie Lea W	San Antonio W	4	70	280	32	
Blanco Street							317	2
Blue Sky Lane	E	Summerside/End	Thunderstorm	4	30	120	14	2
Blue Sky Lane	W	Summerside/End	Thunderstorm	4	75	300	34	1
Blue Sky Lane							48	3
Bois D' Arc Street	S	Blanco	Nueces	4	20	80	9	
Bois D' Arc Street							9	0
Brazos Street	W	Hickory	Rosewood	4	15	60	7	1
Brazos Street	W	Rosewood	Pin Oak	4	30	120	14	6
Brazos Street	W	Pin Oak	White Oak	4	20	80	9	
Brazos Street							30	7
Center Street	S	Lion Country	Medina	4	20	80	9	
Center Street	S	Lion Country	700 Block	4	20	80	9	
Center Street							18	0
Clearfork Street	N	Medina S	Navidad	4	20	80	9	
Clearfork Street	N	Mockingbird S	San Jacinto	4	60	240	27	1
Clearfork Street							36	1
Colton Lane	N	Shelleys	Christophers Cv	4	25	100	12	
Colton Lane	S	Maple	Mockingbird	4	10	40	5	
Colton Lane	N	St. Thomas	Mockingbird	4	10	40	5	
Colton Lane							22	0
Commerce Street	W	Commerce S 615		4	20	80	9	
Commerce Street	W	Commerce S 731	Commerce S 729	4	25	100	12	
Commerce Street							21	0
Connolly Circle	E	Connolly Cir 410		4	20	80	9	
Connolly Circle							9	0
Elm Street	E	Bois D' Arc	San Antonio W	4	70	280	32	1
Elm Street	W	Bois D' Arc	San Antonio W	3	20	60	7	
Elm Street							39	1
Hickory Street	S	Trinity	Brazos S	4	126	504	56	
Hickory Street							56	0
Lion Country Drive	W	Center	State Park	6	10	60	7	
Lion Country Drive							7	0
Main Street	E	Hickory	Prairie Lea	4	255	1020	114	1
Main Street	W	Live Oak	Hackberry	4	275	1100	123	1
Main Street	W	Main S 317		4	90	360	40	
Main Street							277	2

ATTACHMENT A								
Lockhart 2022 Sidewalk Improvement Project								
Street Name	N-S-E-W	From	To	Width (LF)	Length (LF)	Area (SF)	Area (SY)	Ramps (EA)
Medina Street	E	Center	State Park	4	24	96	11	
Medina Street							11	0
N Mockingbird Lane	W	Monte Vista	Windridge	4	40	160	18	
S Mockingbird Lane	E	Colton	Maple	4	5	20	3	1
S Mockingbird Lane	W	Colton	Clearfork	4	8	32	4	
Mockingbird Lane							25	1
Monte Vista Drive	N	Medina N	Monte Vista 1113	3	12	36	4	
Monte Vista Drive	S	Monte Vista 1010	Medina N	3	8	24	3	
Monte Vista Drive							7	
Nueces Street	W	San Antonio	Bois D' Arc	4	400	1600	178	
Nueces Street							178	0
N Pecos Street	W	Mesquite	Tank	4	40	160	18	
N Pecos Street	E	Bois D' Arc	Ash	4	100	400	45	
Pecos Street							63	0
W Prairie Lea Street	S	Guadalupe	San Jacinto	4	20	80	9	
Prairie Lea Street							9	0
Prickly Pear Street	N	Lanatana	Bluebell	4	15	60	7	
Prickly Pear Street							7	0
N Rio Grande Street	E	Bois D' Arc	San Antonio	4	20	80	9	
S Rio Grande Street	E	San Antonio	Prairie Lea	4	100	400	45	
Rio Grande Street							54	0
San Jacinto Street	E	Clearfork	Maple	4		0	0	1
San Jacinto Street							0	1
St. Thomas Street	W	Blakes Cv	Colton	4	20	80	9	
St. Thomas Street							9	0
Summerside Avenue	S	Sandhill	Skylight	4	50	200	23	
Summerside Avenue	S	Silver Cloud	Thunderstorm	4	60	240	27	1
Summerside Avenue	S	Thunderstorm	Blue Sky	4	20	80	9	1
Summerside Avenue	N	Thunderstorm	Silver Cloud	4	30	120	14	
Summerside Avenue	N	Silver Cloud	High Cloud	4	45	180	20	
Summerside Avenue							93	2
Thunderstorm Avenue	E/N	Summerside	End	4	100	400	45	1
Thunderstorm Avenue							45	1
Trinity Street	E	Trinity 606		4	10	40	5	
Trinity Street	W	Pearl	Hickory	4	10	40	5	
Trinity Street	W	Rosewood	Pin Oak	4	35	140	16	
Trinity Street	W	Pin Oak	White Oak	4	20	80	9	
Trinity Street							35	0
Walter Ellison Drive	S	Mockingbird S	Caribbean	4	10	40	5	
Walter Ellison Drive	N	Walter Ellison 1319	Mockingbird S	4	20	80	9	
Walter Ellison Drive							14	0
Windridge Drive	E	Monte Vista	Shenandoah/End	4	10	40	5	
Windridge Drive							5	0
TOTAL							1,456	21

DATE	
REVISION	
NO.	
DESIGN BY:	MSANTANGELO
DRAWN BY:	MSANTANGELO
CHECKED BY:	WVACHEL
SCALE:	NONE
JOB NUMBER:	514238



INTERIM REVIEW
DOCUMENTS

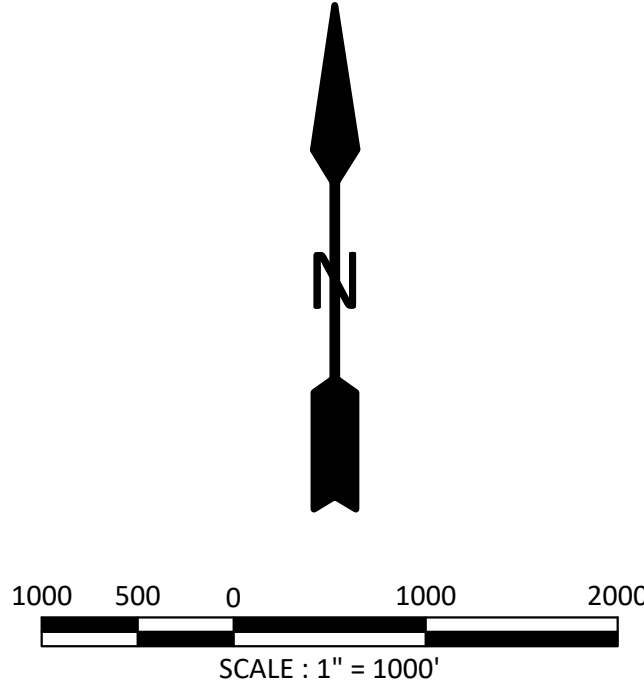
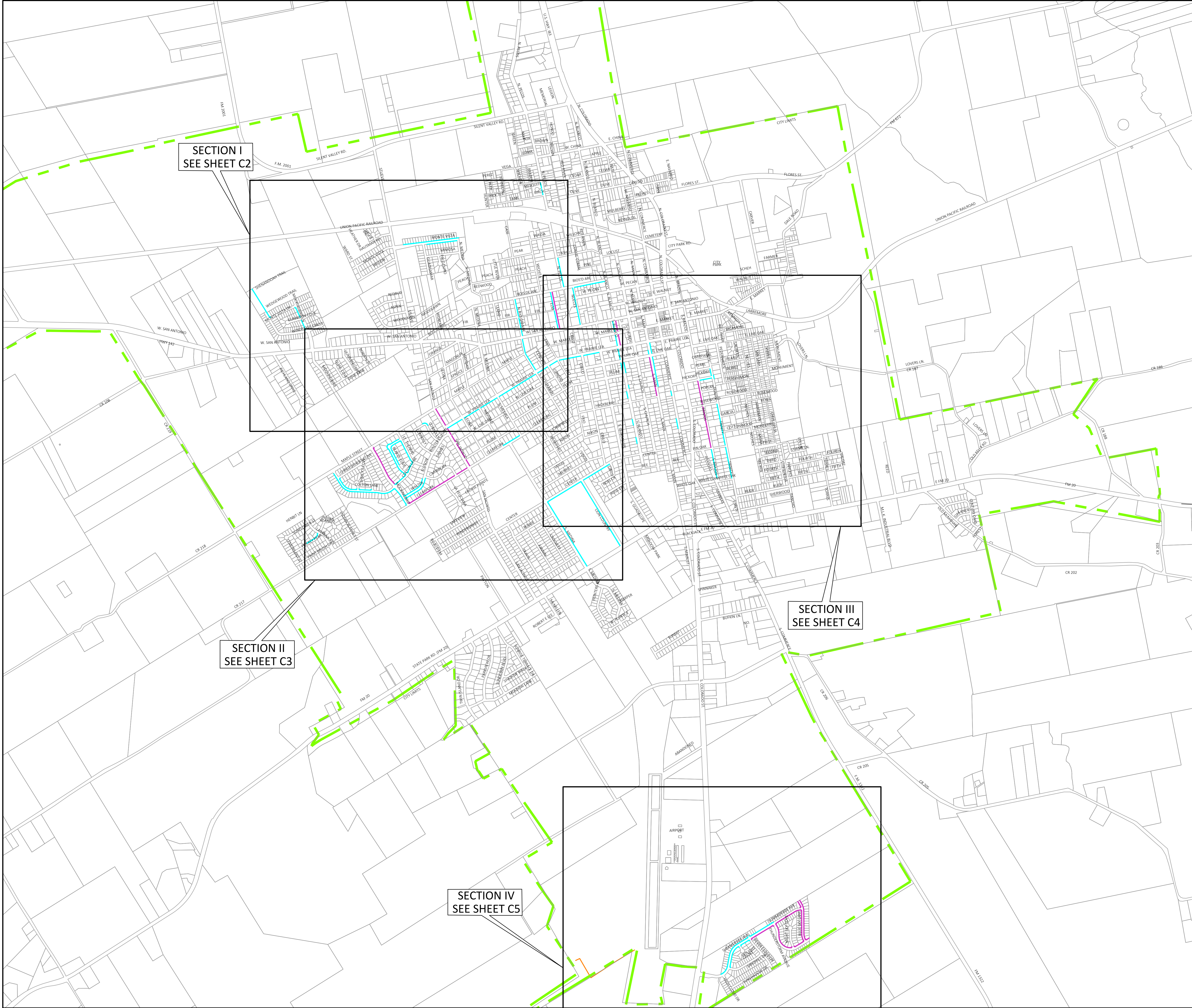
NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMITTING PURPOSES

MICHAEL J SANTANGELO, P.E.
TX L.C. # 125572

CITY OF LOCKHART, TX
2022 SIDEWALK IMPROVEMENTS PROJECT
PROPOSED WORK QUANTITY



C:\P\WORKING-TRN\0025263\03 PROPOSED STREETS.DWG - 12/19/22



LEGEND

PROPOSED SIDEWALK AREA

PROPOSED SIDEWALK AREA WITH RAMP

CITY LIMITS

DATE	REVISION	NO.	DESIGN BY:	MSANTANGELO	NO.	DATE
			DRAWN BY:	MSANTANGELO		
			CHECKED BY:	WVACHSEL		
			SCALE:	1" = 1000'		
			JOB NUMBER:	514258		

TRC

TRC ENGINEERS, INC.
505 E. HUNTERLAND AVENUE, SUITE 200, AUSTIN, TX 78752
(512) 454-8716

INTERIM REVIEW DOCUMENTS
NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES
MICHAEL J. SANTANGELO, P.E.
TX LIC. # 125572

CITY OF LOCKHART, TX
2022 SIDEWALK IMPROVEMENTS PROJECT
OVERALL MAP

Lockhart

The BBQ Capital of Texas

SHEET
C1

DECEMBER 2022

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding second amendment of 380 economic development agreement between the City of Lockhart, Texas and Visionary Fiber Technologies, Inc.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Visionary Fiber Technologies, Inc. ("VFT") is commercializes Texas State University technology called "Fiber Reactors". The reactors allow for the rapid combination of solutions to react and separate faster than established methods traditionally used. VFT established its operations in Lockhart in 2018 with incentives from the City of Lockhart, LEDC, and Caldwell County.

VFT has approached the City for incentives for an expansion of operations including a new 6,800 SF office located on the corner of SH 20 and E. MLK Industrial Blvd. This additional office space to the company's headquarters will free up space in the main building to build additional lab and manufacturing space. The investment number is twice as much as the original investment by the company and the new and reconfigured space allows for more jobs to be created to facilitate the growth of the company in the future. The project details are below:

Timing:

Immediately

Employment:

Additional 25 above current incentive requirements at \$75,000 average salary

New Investment:

\$9,960,210

Status:

VFT currently has building permits under review with the City of Lockhart. Project is funded and ready to go.

Recommended Incentives:

Year	Current	Proposed
1 (2019)	100%	N/A
2 (2020)	75%	N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

3 (2021)	75%	N/A
4 (2022)	75%	N/A
5 (2023)	75%	75%
6 (2024)	50%	66%
7 (2025)	50%	66%
8 (2026)	50%	50%
9 (2027)	50%	50%
10 (2028)	50%	50%

Total Current Incentive with expansion: \$561,238.
New Incentive: \$606,328 (+\$45,090)

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Council previously awarded a Chapter 380 Property Tax rebate for 10 years in 2018.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Approve second amendment of the 380 economic development agreement with Visionary Fiber Technologies, Inc.

LIST OF SUPPORTING DOCUMENTS: Visionary Fiber Technologies 380 2nd Amend
02152023

**SECOND AMENDMENT OF 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF LOCKHART, TEXAS, AND VISIONARY FIBER TECHNOLOGIES**

This "Second Amendment of 380 Economic Development Agreement" ("Amendment") amends that one certain 380 Economic Development Agreement by and between the City of Lockhart, Texas ("City") and Visionary Fiber Technologies, commonly known as Visionary Fiber Technologies, Inc. ("VFT"), dated August 6, 2018 ("Agreement"), and any subsequent amendments made thereto.

RECITALS:

WHEREAS, The City entered into an Agreement with VFT who promised to make investments totaling \$6.7 million in equipment, personal property, real property and real property improvements within the City of Lockhart; and

WHEREAS, in consideration thereof, the City agreed to rebate VFT an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements invested; and

WHEREAS, The City and VFT wish to increase the rebate in years 6 and 7 from 50% to 66%, based on current agreement performance; and

WHEREAS, VISIONARY FIBER TECHNOLOGIES is commonly known as Visionary Fiber Technologies, Inc. and shall be referenced in the Agreement pursuant to the same; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the VFT agree as follows:

AMENDMENT:

Section 3. City Requirements, 3(a) of the Agreement is hereby amended:

(a) In consideration of VISIONARY FIBER TECHNOLOGIES' agreement to locate its expansion facility within the City and to perform the other acts hereinafter described, City agrees:

To rebate to VISIONARY FIBER TECHNOLOGIES an amount of money each year equal to a percentage of the property tax paid for the facilities and improvements by VISIONARY FIBER TECHNOLOGIES during that year according to Attachment A and the following schedule:

Year 1 100%	2019
Year 2 75%	20
Year 3 75%	21
Year 4 75%	22
Year 5 75%	23
Year 6 66%	24
Year 7 66%	25
Year 8 50%	26
Year 9 50%	27
Year 10 50%	28

The total City property tax rebate shall not be more than. \$236,132 during the ten (10) year period. Tax rebates on any existing buildings and real property are not allowed.

VISIONARY FIBER TECHNOLOGIES shall be Visionary Fiber Technologies, Inc. by reference in the original Agreement and all subsequent agreements.

Except as amended herein, the Agreement shall continue in full force and effect.

APPROVED AND ADOPTED this ____ day of _____, 2023.

VISIONARY FIBER TECHNOLOGIES

CITY OF LOCKHART

John Kinzer, President/CEO

Lew White, Mayor

Attest:

Connie Constancio, City Secretary

Approved as to form:

Monte Akers, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: February 21, 2023

AGENDA ITEM CAPTION:

Consideration of a proposal to assign recently-annexed areas to City Council districts and discussion and/or action to consider Ordinance 2023-05, adopting revised City Council district boundaries.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This item is a discussion of a proposed assignment of three recently-annexed areas to City Council districts. The properties requiring assignment are the Red Oak Seawillow property, covering 89.775 acres and annexed on September 6, 2022; the former southwest development agreement (or "Donut Hole") properties, covering 197 acres south of State Park Road, annexed December 6, 2022; and the Austin Davis property, located east of Lay Road near the intersection with FM 1322, annexed January 3, 2023. Using the principle that all city council districts should be contiguous, the proposal would assign the Red Oak annexation and the Southwest annexation to District 4, while assigning the Austin Davis annexation to District 1. With the exception of three properties in the southwest annexation area, all of the properties are vacant, so there should be minimal impact on the current population balance of the council districts. The development of these parcels, along with development activity in other parts of the city, will likely cause significant council district boundary adjustments after the release of the 2030 Census.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: None

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2023-05, revising the City Council district boundaries.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: City of Lockhart - Annexation - Ordinance assigning annexed areas to single member distticts, Voting Districts for New Annexation Areas, .

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, APPROVING THE ASSIGNMENT OF THREE RECENTLY ANNEXED AREAS TO THE CITY'S SINGLE-MEMBER CITY COUNCIL DISTRICTS AND ESTABLISHING NEW DISTRICT BOUNDARY LINES FOR LOCKHART CITY ELECTIONS

WHEREAS, on May 17, 2022, following the release of the 2020 Census data, the City Council of the City of Lockhart, Texas ("City"), adopted new single-member city council districts to bring the City in compliance with the one person-one vote (equal population) requirement of federal law, and other federal and state law;

WHEREAS, on September 6, 2022 (City Ordinance No. 2022-36; **Area "A"**), December 6, 2022 (City Ordinance No. 2022-62; **Area "B"**), and January 3, 2023 (City Ordinance No. 2023-01; **Area "C"**), respectively, the City annexed the three areas "A", "B", and "C" shown on the map in **Exhibit A** into the City;

WHEREAS, those annexed areas each need to be assigned to an appropriate single-member city council district;

WHEREAS, the City Council has considered the proposed assignment of the annexed areas and the accompanying revisions to the boundaries of the single-member city council districts at a City Council meeting on February 21, 2023 and has allowed for public comments;

WHEREAS, the City Council finds that the proposed assignments of the annexed areas accomplishes their inclusion in single-member city council districts in an appropriate manner, resulting in contiguous and practical city council districts;

WHEREAS, at the respective times of their annexations, Area A had no population, Area B had a population of less than approximately ten persons (two houses), and Area C had no population; and, considering the zero or small population of each annexed area, the addition of these areas to the respective single-member city council districts to which they are hereby assigned will not adversely affect the City's compliance with the one person-one vote standard, or other relevant law;

WHEREAS, the City's city limits are changed by the addition of the annexed areas, including changes to the exterior boundaries of city council Districts 1 and 4, the boundaries of the City's single-member city council districts need to be amended as necessary to incorporate the annexed areas into the City and into the respective single-member city council districts to which they are assigned;

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

1. The foregoing recitals are findings of the City Council and are approved and adopted herein for all purposes.

2. Assignment of annexed areas: The recently annexed areas A, B, and C are hereby assigned to the following single-member city council districts:

Area A is assigned to single-member city council District 4;
Area B is assigned to single-member city council District 4; and
Area C is assigned to single-member city council District 1.

3. City council districts amended: The City's single-member city council districts adopted on May 17, 2022, are hereby amended from and after the Effective Date of this Ordinance to include the annexed areas as assigned herein and shown on the map in **Exhibit A**, which is incorporated by reference in and made a part of this Ordinance, and shall be kept on file in the City Secretary's office.

4. Effective Date: This Ordinance shall be effective immediately upon passage of this Ordinance ("Effective Date") and thereafter until lawfully replaced by a new districting plan.

5. Repealer: All other ordinances, sections, or parts of ordinances or other official acts of the City previously adopted that conflict with or are otherwise inconsistent with this Ordinance or any of its provisions are hereby repealed or amended as required or appropriate to be consistent with the provisions of this Ordinance.

6. Publication: The City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation as may be required by law; and, further, that the new districting plan hereby adopted be provided to the County and to any other governmental official or body as may be required or appropriate.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF LOCKHART, TEXAS, ON THIS THE 21ST DAY OF FEBRUARY 2023.

CITY OF LOCKHART, TEXAS

Hon. Lew White, Mayor

ATTEST:

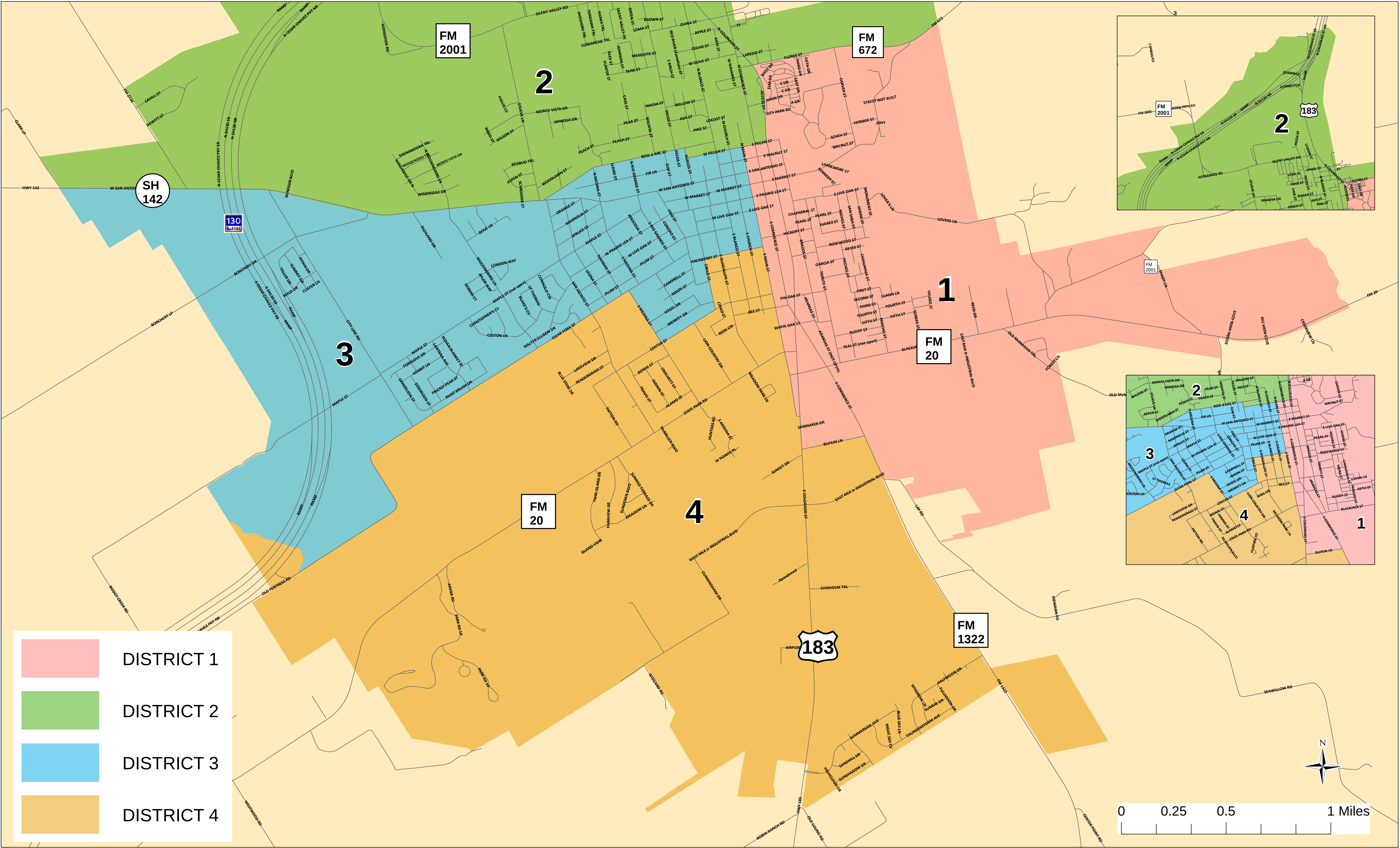
Julie Bowermon, Deputy City Secretary

APPROVAL AS TO FORM

Monte Akers, City Attorney

EXHIBIT A

Map: Voting Districts Within City Limits





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:

