

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL

November 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. Check Presentation to the City of Lockhart Dr. Eugene Clark Library in the amount of \$10,000 presented by the Evening with the Authors. 6
- B. Discuss Resolution 2023-20 directing city staff to coordinate with consulting firms and citizen aquatics committee to evaluate potential future aquatics facility sites and return to Council with recommendation. 7-11
- C. Discussion regarding updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements. 12-16
- D. Discuss appointing two Representatives of the City of Lockhart to the General Assembly of the Capital Area Council of Governments (CAPCOG). 17-19
- E. Discuss Resolution 2023-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2024 to December 31, 2025. 20-26
- F. Discuss Ordinance 2023-24 vacating and abandoning approximately 0.046 acres of unused public right-of-way consisting of an alley approximately 7.5 feet in width extending from the 200 block of South Rio Grande Street to the rear of the properties addressed as 214 and 218 Blanco Street. 27-35
- G. Discuss Ordinance 2023-25 Vacating and abandoning approximately 0.183 acres of unused public right-of-way property consisting of a 40-foot wide unopened street extending approximately 208 feet to the west from the 700 Block of the North Blanco Street right-of-way, parallel to the Union Pacific Railroad right-of-way. 36-45

- H. Discuss obtaining a 15' wide utility easement on the properties of Lot 4 and Lot 5 of Block C of the Oakview Annex Addition (known as 1003 Neches Street and 1005 Neches Street) in the interest of public purpose and authorizing the City Manager to sign the easement document. 46-49
- I. Discuss participation in the Texas Department of Transportation's on-going grant for the Routine Airport Maintenance Program (RAMP) and authorizing the Public Works Director to submit required documents for the grant. 50-64
- J. Discuss confirmation of Civil Service Commission member appointment of Mr. Carl Cisneros to fill the remainder of the unexpired term of Ms. Yolanda Strey, expiring January 1, 2024 and for a three (3) year term of January 1, 2024 – December 31, 2026 as recommended by the City Manager. 65-66
- K. Discuss Ordinance 2023-26 regarding a Budget Amendment to the adopted FY 2023-24 budget to complete the purchase of body-worn cameras related to state grant funding. 67-105

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING and discussion and/or action on an appeal to the Planning and Zoning Commission's approval of application SUP-23-14 by Shiva Shankar of Paradise Engineers for a *Specific Use Permit* to allow a MF-2 Residential Development Type on 13.099 acres in the James George Survey, Abstract No. 9, zoned RHD Residential High Density District and located at 1000 Valdez Street and 1325 Blackjack Street (FM 20). 106-139
- B. Hold a PUBLIC HEARING and discussion and/or action to consider Ordinance 2023-22 on a request by Lauren Siegel of The Judge's House, LLC, for removal of the Historic Landmark designation of a single-family residence and detached garage on Lot 1, Block 1, Arnette McDaniels Subdivision, located at 703 West San Antonio Street, and amending the Official Zoning Map and Historic Overlay 140-175

Zoning Map supplement to the Official Zoning Map by removing the "HL" Historic Landmark zoning overlay classification, as provided in Lockhart Code of Ordinances, Chapter 64 "Zoning", Section 64-196(n), and in Chapter 28 "Historic Districts and Landmarks", Sections 28-5 and 28-6.

- C. Resume a PUBLIC HEARING on application ZC-23-06 by Monte J. Guidry, postponed at the September 5, 2023 meeting, and discussion and or action to Consider Ordinance 2023-16 for a **Zoning Change** from *CHB Commercial Heavy Business District* to *RMD Residential Medium Density District* on a total of 0.216 acres in the Byrd Lockhart League, Abstract No. 17, located at 1013 North Colorado Street (US 183). 176-191
- D. Hold a PUBLIC HEARING and discussion and/or action regarding Ordinance 2023-23, proposing **Text Amendments** to Chapter 64 "Zoning," of the Lockhart Code of Ordinances as follows: Amend Article I, "In General," Section 64-2 "Definitions;" Article VII. "Zoning Districts and Standards", Section 64-166 "Planned Development District (PDD)", Section 64-196, "Establishment of Zoning Districts," Subsection (p) "Planned Development District (PDD)," and Section 64-199, "Additional requirements for Planned Development District," to establish revised requirements for Planned Development District (PDD) applications. 192-203

5. CONSENT AGENDA

- A. Approve Ordinance 2023-24 vacating and abandoning approximately 0.046 acres of unused public right-of-way consisting of an alley approximately 7.5 feet in width extending from the 200 block of South Rio Grande Street to the rear of the properties addressed as 214 and 218 Blanco Street. 204-212
- B. Approve Ordinance 2023-25 Vacating and abandoning approximately 0.183 acres of unused public right-of-way property consisting of a 40-foot wide unopened street extending approximately 208 feet to the west from the 700 Block of the North Blanco Street right-of-way, parallel to the Union Pacific Railroad right-of-way. 213-222
- C. Approve obtaining a 15' wide utility easement on the properties of Lot 4 and Lot 5 of Block C of the Oakview Annex Addition (known as 1003 Neches Street and 1005 Neches Street) in the interest of public purpose and authorizing the City Manager to sign the easement document. 223-226
- D. Approve participation in the Texas Department of Transportation's on-going grant for the Routine Airport Maintenance Program (RAMP) and authorizing the Public Works Director to submit required documents for the grant. 227-241
- E. Approve updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements. 242-246

6. **DISCUSSION/ACTION ITEMS**

- A. Discussion and/or action to consider Resolution 2023-20 directing city staff to coordinate with consulting firms and citizen aquatics committee to evaluate potential future aquatics facility sites and return to Council with recommendation. 247-251
- B. Discussion and/or action regarding appointing two Representatives of the City of Lockhart to the General Assembly of the Capital Area Council of Governments (CAPCOG). 252-254
- C. Discussion and/or action to consider Resolution 2023-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2024 to December 31, 2025. 255-261
- D. Discussion and/or action to consider confirmation of Civil Service Commission member appointment of Mr. Carl Cisneros to fill the remainder of the unexpired term of Ms. Yolanda Strey, expiring January 1, 2024 and for a three (3) year term of January 1, 2024 -- December 31, 2026 as recommended by the City Manager. 262-263
- E. Discussion and/or action to consider adoption of Ordinance 2023-26 regarding a Budget Amendment to the adopted FY 2023-24 budget to complete the purchase of body-worn cameras related to state grant funding. 264-302

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

- City offices closed for Thanksgiving Day (November 23) and the day after (November 24).
- Christmas Tree Lighting (December 1).
- A Christmas to Remember Lighted Christmas Parade (December 2).
- The Comprehensive Plan Steering Committee and consultants will provide a progress report during the December 5, 2023 regular City Council meeting.

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

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

- A. Discussion with City Attorney regarding Cause No. D-1-GN-007785, City of Grand Prairie v. State of Texas, 261st Judicial District, Travis County, Texas.

10. OPEN SESSION

- A. Discussion and/or action regarding Cause No. D-1-GN-007785, City of Grand Prairie v. State of Texas, 261st Judicial District, Travis County, Texas.

11. 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 November, 2023 at 3:30 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Check Presentation to the City of Lockhart Dr. Eugene Clark Library in the amount of \$10,000 presented by the Evening with the Authors.

ORIGINATING DEPARTMENT AND CONTACT: Library - Bertha Martinez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Check presentation in the amount of \$10,000 to the library from Evening with the Authors to be used for unspecified library needs.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss Resolution 2023-20 directing city staff to coordinate with consulting firms and citizen aquatics committee to evaluate potential future aquatics facility sites and return to Council with recommendation.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The existing city pool is over 50 years old and has significant unrepairable damage due to ground movement over time. During the November 15, 2022 City Council Meeting, Council directed city staff to form a citizen aquatics committee tasked to develop an action plan for the construction of a new aquatics facility. A committee was formed consisting of LISD, Caldwell County, Parks Board and City Staff members, and began meeting in January 2023. The committee developed general concepts regarding the community needs for a new aquatics facility and explored potential site locations on existing City and LISD property. On July 18, 2023, a work authorization was approved by Council under the existing General Services Contract with the consulting firm Halff & Associates to provide a feasibility study for the construction of a new aquatics facility, including market analysis and cost predictions for construction and operation. Halff & Associates, in collaboration with Water Technology INC, presented the study results to Council in a Special Work Session on October 23, 2023. Based on the information presented, Council is directing city staff to coordinate with consultant firms and the citizen aquatics committee to make a recommendation on potential site locations.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Approximate project budget is \$8 million

PREVIOUS COUNCIL ACTION: During the November 15, 2022 Council Meeting, city staff was directed to form a citizen committee to develop an action plan for the construction of a new aquatics facility.

During the July 18, 2023 Council Meeting, a work authorization agreement with Halff & Associates was approved for a feasibility study for the construction of a new aquatics facility. The feasibility study results were presented to City Council during a special work session on

City of Lockhart, Texas

Council Agenda Item Cover Sheet

October 23, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: The citizen aquatics committee has been actively involved in all phases of the aquatics facility planning process.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2023-20 - Aquatics Facility Site Evaluation & Exhibit

RESOLUTION 2023-20

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, IN CONCURRENCE WITH THE CITIZEN AQUATICS COMMITTEE, DIRECTING CITY STAFF TO COORDINATE WITH THE AQUATICS CONSULTING FIRMS AND CITIZEN AQUATICS COMMITTEE TO EVALUATE POTENTIAL FUTURE AQUATICS FACILITY SITES AND RETURN TO CITY COUNCIL WITH A RECOMMENDATION.

WHEREAS, the adopted 2018 Park, Recreation, and Open Space Master Plan notes that the existing city pool has been in service for many years, dating back to the development of the City Park; and

WHEREAS, the pool itself is a functional facility, however any renovation of the facility should consider the current trends in aquatic facilities; and

WHEREAS, the city engaged Halff Associates along with Water Technology Inc. (WTI) to conduct an overall Aquatics Needs Assessment; and

WHEREAS, the city also appointed a Citizen Aquatics Committee to work with and provide feedback to Halff and WTI; and

WHEREAS, the Citizen Aquatics Committee concluded that the existing pool in City Park is over 50 years old and has exceeded its serviceable life, and that a new aquatics facility should be pursued;

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

- SECTION 1.** **The City Council concurs with the recommendation of the Citizen Aquatics Committee to pursue the construction of a new facility, substantially similar to the concept plan developed and attached as Exhibit A.**
- SECTION 2.** **City Council directs city staff to evaluate at least three (3) potential sites, which could include a pool-only option requiring 4-5 acres, or a co-location site with a future City Recreation Center of approximately 10 acres.**
- SECTION 3.** **The city acknowledges that the recommendation of the Citizen Aquatics Committee and Aquatics consulting design firms that a construction budget, excluding land acquisition, is approximately \$8 million.**
- SECTION 4.** **City staff is directed to work with the Citizen Aquatics Committee and Parks Board and bring a recommendation back to City Council for additional consideration.**

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

CITY OF LOCKHART

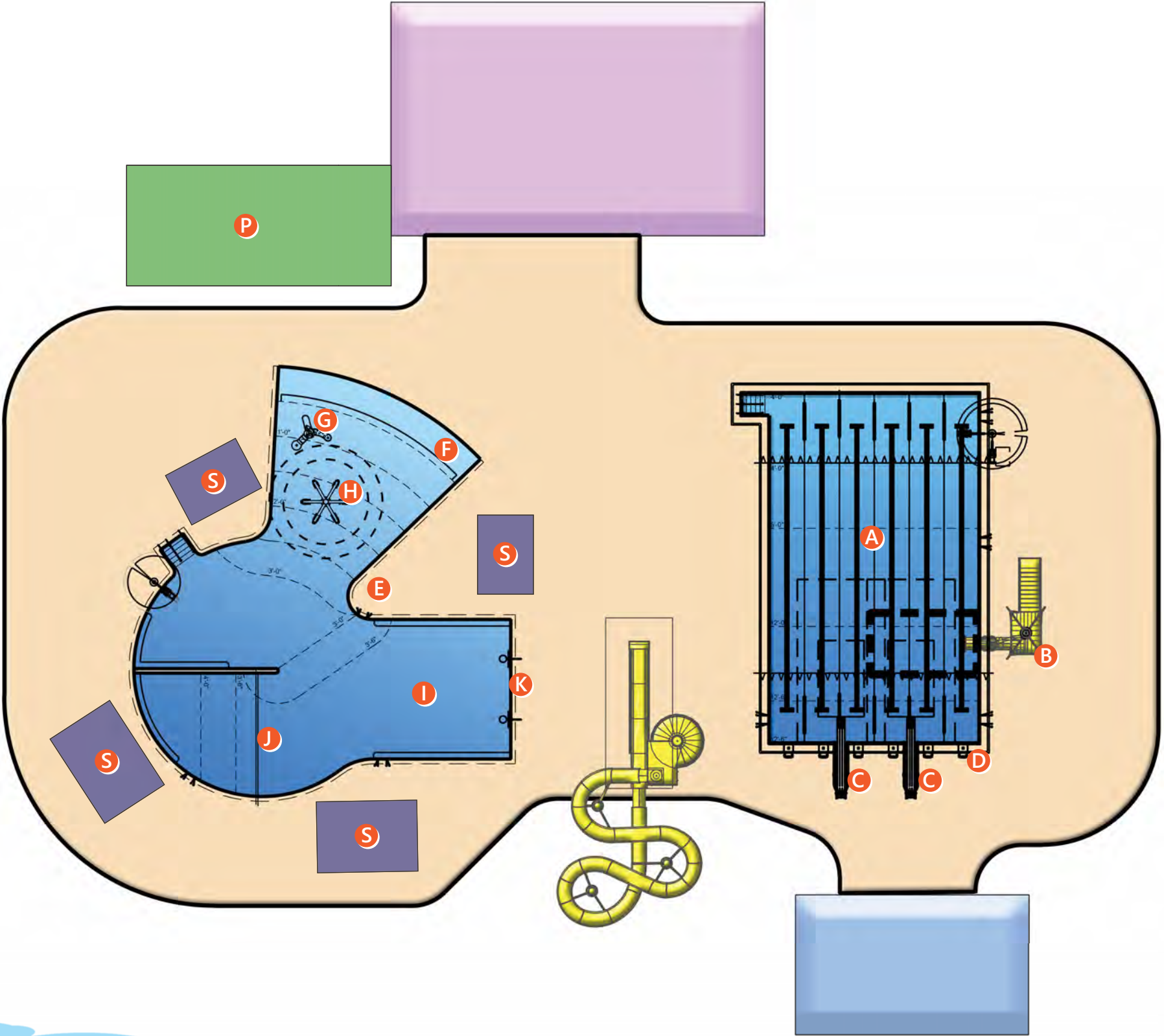
Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney



POOLS & WATER ATTRACTIONS

- A** COMPETITION POOL | 3,400 SQFT | 274,911 GALLONS
- B** DROP SLIDE
- C** 1 METER DIVING BOARD
- D** STARTING BLOCKS
- E** LEISURE POOL | 4,500 SQFT | 88,049 GALLONS
- F** ZERO DEPTH ENTRY
- G** WATER TABLE
- H** SMALL BUCKET DUMP
- I** PROGRAM SPACE
- J** VOLLEYBALL NET
- K** BASKETBALL GOALS

- L** BATHHOUSE
- M** MECHANICAL ROOM
- N** SLIDE
- P** PAVILLION
- S** SHADE

BATHER LOAD
 COMPETITION POOL: 163 BATHERS
 LEISURE POOL: 300 BATHERS

EXHIBIT A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discussion regarding updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: It is recommended that the City continue the tree trimming program with McCoy Tree Service in an effort to reduce voltage flicker, outages, losses, and improve public safety and satisfaction. Trees in close contact with power lines and tree limbs falling onto power lines are the most common causes of outages. Downed power lines caused by falling trees are a public safety hazard. Utilities that fail to maintain a tree trimming program frequently experience higher than normal expenses during severe storm conditions, which include overtime, purchase of additional inventory to replace damaged poles, wires, and electric equipment. McCoy was first awarded this project in FY 2019-20 during the March 3rd, 2020 council meeting. There was no renewal clause in the contract but we were very satisfied with the work they completed around the city.

If approved, McCoy's Tree Service advised they can begin pruning in early January 2024. Trimming oak trees during the winter months (December - February) is an industry best practice to mitigate potential causes of Oak Wilt. Staff anticipates funding appropriated in this year's adopted FY 2023-24 budget will continue tree trimming services through March 2024.

McCoy Tree Service specializes in vegetation management for the electric utility industry. Their pruning methods comply with industry standards for safety and tree care, and are endorsed by the International Society of Arboriculture and Tree Care Ind. Additional information regarding the city's tree trimming program can be found on the city website: www.lockhart-tx.org/page/elec_tree_trimming. Funding for this program is incorporated into the city's existing electric utility rates. There is no additional charge to the customer for these services.

PROJECT SCHEDULE (if applicable): Estimated 7 weeks with 7 person crew

AMOUNT & SOURCE OF FUNDING:

Funds Required: 130,000.00

Account Number: 500-5745-299

Funds Available: 130,000.00

Account Name: Other Contracts & Services

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends continued work with McCoy Tree Service

LIST OF SUPPORTING DOCUMENTS: McCoy Service Contract

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Lockhart
P.O. Box 239
Lockhart, TX 78644
Bobby Leos

DATE SUBMITTED: October 1, 2023

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 7.75 crew-weeks of trimming
Estimated Services Value:	\$ 121,916.80 per year (direct charge from McCoy)
Total Amount of Services (Includes LCRA Fee):	\$ 128,012.64 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start date of September 25, 2023 with a 4 week completion

CONTRACT PRICE:

LCRA Administration Fee:	\$ 6,095.84
The Administration Fee will be invoiced upon execution of contract.	
(or invoiced direct as applicable).	

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions on the front and reverse (or attached) sides of this form.

City of Lockhart

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Title: VP,
Trans Construction and Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____

Approved By: _____
Completion Date: _____

McCoy Rate Schedule
contract #5476

7/23/2021

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$ 61.46	1 \$	61.46
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	1 \$	41.40
Equipment			
Chain Saws (each)	0.92	0.9 \$	0.83
Bucket Truck with Chip bed	18.07	15 \$	271.05
Chipper	6.92	5.71 \$	39.51
GF PickUp	14.82	1 \$	14.82

Crew Rate (using Max Rates)			
Supervisor/General Foreperson	\$ 61.46	1 \$	61.46
GF PickUp	\$ 14.82	1 \$	14.82
Foreperson	\$ 47.95	2 \$	95.90
Trimmer	\$ 41.40	4 \$	165.60
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$ 18.07	2 \$	36.14
Chipper	\$ 6.92	2 \$	13.84

Total Hourly Crew Rate		\$	393.28
Total Weekly Crew Rate		\$	15,731.20
Total weeks (estimated)	7.75	\$	121,916.80
Total Trimmers		7	
Includes per diem costs for Lodging and meals			

Total (using max rates)	\$	121,916.80	Note: This is the estimated direct charge from McCoy
Average/week	\$	15,731.20	

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program
The Administration fee is: \$ 6,095.84

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$	128,012.64	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$	16,517.76	

TERMS AND CONDITIONS

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

LCRA will add a fee to Customer's wholesale power bill to cover administration of this program. The fee is noted on the front of the contract.

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated December 11, 1979 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss appointing two Representatives of the City of Lockhart to the General Assembly of the Capital Area Council of Governments (CAPCOG).

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: CAPCOG, formed in 1970, serves as an advocate, planner and coordinator on regional issues in the 10-County encompassing Austin-Round Rock-Georgetown Metropolitan Statistical Area. The CAPCOG General Assembly serves as their governing body for purposes of selecting the Executive Committee, adopting operational bylaws and budget, determining membership dues, and guiding the organization's mission. The CAPCOG bylaws provide that Associate members (governmental agencies) can appoint "Sustaining members" (a non-voting representative) which is a person or organization with a positive interest in the welfare of the region. At least 2/3 of the General Assembly's voting representatives must be elected officials.

Based on the population estimates of the City of Lockhart, CAPCOG indicates that the city qualifies to have two representatives on the General Assembly. The General Assembly meets at least twice per year. CAPCOG requests that the city update our designated representatives which are currently Mayor Lew White and Councilmember Jeffry Michelson. Other Caldwell County General Assembly members include: Judge Haden, Commissioner Westmoreland, Mayor Watts, (Luling), and Mayor Glaze (Martindale).

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: CAPCOG Board Appointment Information



6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744-2306
Ph: 512-916-6000 Fax: 512-916-6001
www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

General Assembly Representation Summary for the City of Lockhart

CAPCOG's General Assembly is the organization's governing body for the purposes of selecting the Executive Committee, amending the council's bylaws, adopting budgets, determining membership dues, and guiding the organization's mission. Each CAPCOG member appoints representatives to serve as their voice on the General Assembly, and every year CAPCOG provides a list to ensure member's representative are current. According to the CAPCOG bylaws, full members — counties and municipalities — are entitled at least one representative on the General Assembly; however, they can have additional representatives based on their population as shown below:

Counties	Municipalities	No. of Representatives
Under 20,000	Under 10,000	1
20,000-100,000	10,000-50,000	2
100,000+	50,000-100,000	3
-----	100,000+	4

Associate members — special government districts, school districts, nonprofits, utilities, chambers of commerce, and other governmental agencies — can appoint one representative to the General Assembly. Sustaining members, any person or organization with a positive interest in the welfare of the region, can participate as a non-voting General Assembly representative. At least two-thirds of the General Assembly's voting representatives must be elected officials.

Based on the US Census' most recent population estimates and CAPCOG's bylaws, the **City of Lockhart** qualifies for **2 representative(s)** on the General Assembly. Its current representatives are:

- **Mayor Lew White**
- **Council Member Jeffry Michelson**

Please provide any updates to **City of Lockhart's** representative(s) by completing the attached form. More information about CAPCOG's General Assembly representation is at <https://www.capcog.org/who-we-are/general-assembly/>.

As a reminder, General Assembly Representatives are invited to the September 13th General Assembly Meeting at the Austin SouthPark Hotel, 4140 Governors Row in Austin. Representatives can RSVP at <https://training.capcog.org/classes/general-assembly/>.



APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties: Official appointments are made at Commissioners Court.
Cities, Towns, Villages: Official appointments are made at City Council meetings.
Organizations: Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

_____ City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

City, County, or Organization being represented

Name of Representative

Position

Address

City, Zip Code

Telephone Number

Fax Number

Email address (General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)

Check One:

_____ Reappointment

_____ Filling Vacancy

_____ Changing Representative

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly

Representative for the above entity on _____.

Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Email this form to mcanales@capcog.org or fax it to 512-916-6001. For questions about completing this form, call Mason W. Canales at 512-916-6163.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss Resolution 2023-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2024 to December 31, 2025.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: During the September 19, 2023 meeting, the Council approved Resolution 2023-14 that listed Alfredo Munoz and Sally Daniel as the City of Lockhart's nominations to be placed on a ballot for the CCAD Board of Directors that consists of five members. Attached is the ballot that the City received from the Caldwell County Appraisal District (CCAD) requesting that each taxing entity cast votes for the CCAD Board of Directors for the term of office from January 1, 2024 to December 31, 2025. The ballot consists of 6 candidates running for 5 Director positions. The Director will serve a two-year term beginning on January 1 of even numbered years. The City of Lockhart is entitled to cast 478 votes. The Council may cast all votes for one candidate or may distribute the votes among any number of candidates up to 478 votes. The deadline to submit the votes to the CCAD is December 15, 2023. Staff will submit the necessary documentation to the CCAD after the Council has cast their vote(s).

In 2021, the Council cast 127 votes for Alfredo Munoz and 300 votes for Sally Daniel.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On September 19, 2023, Council approved Resolution 2023-14 nominating Alfredo Munoz and Sally Daniel to be placed on the ballot for CCAD Board of Directors.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution 2023-19, Notice from CCAD, List of current Board of Directors

City of Lockhart, Texas

Council Agenda Item Cover Sheet

RESOLUTION 2023-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS
CASTING VOTES FOR DIRECTOR(S) TO SERVE ON THE CALDWELL COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF OFFICE FROM
JANUARY 1, 2024 TO DECEMBER 31, 2025.**

WHEREAS, the City of Lockhart is entitled to cast 478 votes for one or more
nominee's to serve on the Caldwell County Appraisal District Board of Directors; and,

WHEREAS, the deadline to cast and submit these votes to the Chief Appraiser
is December 15, 2023; and,

WHEREAS, the City Council has duly considered the nominations and taken a vote in
a public setting at a regular meeting of the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lockhart City Council hereby casts 478 votes for nominee(s) to serve on
the Caldwell County Appraisal District Board of Directors as documented in "Exhibit
A" as attached.

This Resolution shall be in full force and effect immediately upon its Passage,
Approval and Adoption on this the 21st day of November 2023.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

**ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2024-2025 TERM**

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Kathy Haigler	_____
Linda Hinkle	_____
Matthew McGovern	_____
Alfredo Munoz	_____

TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County-----	1614
City of Lockhart-----	478
City of Luling-----	110
City of Martindale-----	24
City of Mustang Ridge-----	9
City of Niederwald-----	4
City of San Marcos-----	19
City of Uhland-----	2
Lockhart ISD-----	1929
Luling ISD-----	364
Prairie Lea ISD-----	126
Hays ISD-----	92
Gonzales ISD-----	30
San Marcos ISD-----	166
Waelder ISD-----	23
Austin Comm. College-----	8
 TOTAL-----	 4998

Exhibit A

Original to Joseph R.
Scanned copies to
Lew White,
Steve Lewis

Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

OCT 26 2023

RECVD. BY: JA
TIME RECVD: 10:00 am

DATE: October 24, 2023
TO: Presiding Officers
FROM: Shanna Ramzinski, Chief Appraiser
RE: Selection of Appraisal District Directors

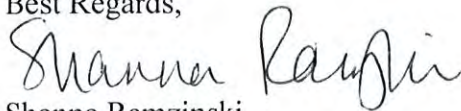
Enclosed you will find your ballot and the number of votes that your taxing unit is entitled to in this election. The upcoming term of office is from January 1, 2024 to December 31, 2025.

Each taxing unit must cast its vote **by written resolution** and submit it to the chief appraiser before December 15, 2023. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. The amount of votes is based on your levy. They can change from year to year. The five candidates receiving the most votes will be declared the winners.

A voting unit must cast its votes for a person nominated and named on the ballot. Votes cast for someone not listed on the ballot cannot be counted.

The ballot should be dated and signed by the presiding officer of the taxing unit and returned along with a copy of the resolution to the Chief Appraiser, Caldwell County Appraisal District, P. O. Box 900, Lockhart, Texas 78644, before December 15, 2023.

Best Regards,



Shanna Ramzinski
Chief Appraiser

Enc: Ballot



211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

**ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2024-2025 TERM**

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Kathy Haigler	_____
Linda Hinkle	_____
Matthew McGovern	_____
Alfredo Munoz	_____

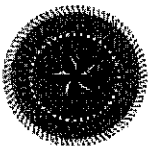
TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County-----	1614
City of Lockhart-----	478
City of Luling-----	110
City of Martindale-----	24
City of Mustang Ridge-----	9
City of Niederwald-----	4
City of San Marcos-----	19
City of Uhland-----	2
Lockhart ISD-----	1929
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Hays ISD-----	92
Gonzales ISD-----	30
San Marcos ISD-----	166
Waelder ISD-----	23
Austin Comm. College-----	8
 TOTAL-----	 4998



(<https://caldwellcad.org>)



(CURRENT)

Board of Directors

Board of Directors

Board Member	Location
Sally Daniel	Lockhart
Kathy Haigler	Dale
Alfredo Munoz	Lockhart
Linda Hinkle	Lockhart
Kayline Cabe	Dale

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss Ordinance 2023-24 vacating and abandoning approximately 0.046 acres of unused public right-of-way consisting of an alley approximately 7.5 feet in width extending from the 200 block of South Rio Grande Street to the rear of the properties addressed as 214 and 218 Blanco Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The requested action would abandon the remainder of the subject alley, which had been partially abandoned in 1976. The alley is approximately 7.5 feet wide and travels approximately 150 feet to the northeast between 218 and 224 South Rio Grande Street and approximately 125 feet to the northwest along the boundary between 114 and 118 South Rio Grande Street and 205 and 211 Concho Street. Because the other half of the alley have previously been abandoned, the property interests of the neighboring parcels are not affected by the proposed abandonment. There are no city utilities in the subject right of way and there is no identified city transportation use for the 7.5 foot remaining alley. The abandoned alley will be deeded to the property owners at 214 and 218 South Rio Grande Street. Both property owners have signed Abandonment Consent Letters that would hold the City harmless from any expenses or damages resulting from the abandonment.

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: Lockhart City Council approved the abandonment of the other half of the then-15-foot alley to the opposite abutting property owners in 1976, leaving the other half of the alley to remain as city right-of-way.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2023-24 abandoning a 7.5 foot wide alley adjacent to 214 and 218 South Rio Grande Street.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-24, 214 & 218 S Rio Grande St
Alley Abandonment Exhibit A, Ord 2-23-24 Exhibit B, 214-218 Rio Grande abandonment history

ORDINANCE NO. 2023-24

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ABANDONING A SEGMENT OF AN UNNAMED ALLEY CONNECTING SOUTH RIO GRANDE STREET TO THE AREAS TO THE REAR OF 214 AND 218 RIO GRANDE STREET, COVERING 0.112 ACRES WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED OR DEEDS CONVEYING SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith SHALL BE REPEALED TO THE EXTENT OF THE CONFLICT ONLY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule municipality; and

WHEREAS, City's Charter, Powers of the city council Section 3.07 (o) provides that the City may exercise exclusive dominion, control and jurisdiction including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended.; and

WHEREAS, Texas Transportation Code Section 311.007 provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the burden of continued maintenance of streets that are not being used exceeds the benefit that would be incurred if the City continued ownership of the streets; and

WHEREAS, the City Council of the City of Lockhart, Texas has determined and finds it is in the public interest that the heretofore described unnamed alleys, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated and closed as a public roadway.

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

Section 1: That the legislative findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: It is in the public interest to vacate, abandon, and close the segment of the 0.112-acre alley between north Blanco Street and West Olive Street as shown on Exhibit A

Section 3: Said segments of the 0.112-acre unnamed alley are hereby vacated, abandoned, and closed.

Section 4: The City Manager is hereby authorized to convey by Deed without warranty all the interest the City has in and to the segment of the 0.112-acre unnamed alley as shown described in Section 2 of this ordinance to the owners of the abutting properties.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

Section 7. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Lockhart City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

Section 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 9: That this Ordinance shall become effective from and after its date of passage in accordance with law.

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

Lew White, Mayor
City of Lockhart

ATTEST:

Julie Bowermon,
Assistant City Secretary
APPROVED AS TO FORM:

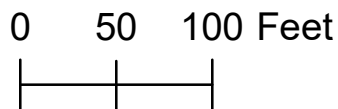
Monte Akers, City Attorney

EXHIBIT A



CITY OF
Lockhart
TEXAS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.



Legend

- 214 & 218 S RIO GRANDE ST ALLEY ABANDONMENT
- PARCEL BOUNDARY

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

FRANCISCO GONZALES has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: *Francisco Gonzales* Date: 9/25/2023

Owner Printed name: Francisco Gonzales

Owner Mailing Address: 214 S. Rio Grande St.

Property Address: 214 S RIO GRANDE STREET

PROPERTY ID 20006

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of September 25, by

Corinne Yanez [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Corinne Yanez

Notary's commission expires: November 10, 2024

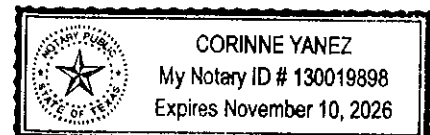
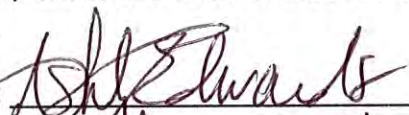


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

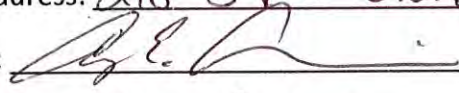
ASHLEY GWEN EDWARDS & AMY ELIZABETH CLUNIE has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature:  Date: 7/31/23

Owner Printed name: Ashley Edwards

Owner Mailing Address: 218 S Rio Grande St

Owner Signature:  Date: 7/31/23

Owner Printed name: Amy Clunie

Property Address: 218 S RIO GRANDE STREET

PROPERTY ID 20005

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of July 31, 2023, by

 [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-25

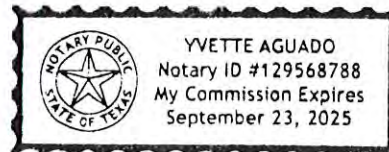


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

FRANCISCO GONZALES has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: *Francisco Gonzales* Date: 9/25/2023

Owner Printed name: Francisco Gonzales

Owner Mailing Address: 214 S. Rio Grande St.

Property Address: 214 S RIO GRANDE STREET

PROPERTY ID 20006

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of September 25, by

Corinne Yanez [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Corinne Yanez

Notary's commission expires: November 10, 2024

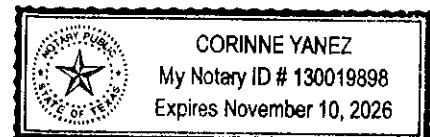


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

ASHLEY GWEN EDWARDS & AMY ELIZABETH CLUNIE has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: *Ashley Edwards* Date: 7/31/23

Owner Printed name: Ashley Edwards

Owner Mailing Address: 218 S Rio Grande St

Owner Signature: *Amy Clunie* Date: 7/31/23

Owner Printed name: Amy Clunie

Property Address: 218 S RIO GRANDE STREET

PROPERTY ID 20005

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

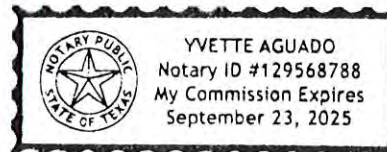
This instrument was acknowledged before me on this the date of July 31, 2023, by

Yvette Aguado [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-25



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss Ordinance 2023-25 Vacating and abandoning approximately 0.183 acres of unused public right-of-way property consisting of a 40-foot wide unopened street extending approximately 208 feet to the west from the 700 Block of the North Blanco Street right-of-way, parallel to the Union Pacific Railroad right-of-way.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The owner of A Small World Learning Center, the adjacent property to the north of the subject right-of-way, has requested the city abandon the unopened street in order to allow for the additional parking that would be required if the daycare building were expanded. This right-of-way is approximately 40 feet wide by 208 feet deep, for a total area of 0.183 acres. There are no city utilities in the subject right of way and there is no identified City transportation use for the unopened street. The owner has signed the Adjacent Property Owner Agreement that holds the City harmless in the event of any suits, costs, expenses and damages that may arise out of the abandonment.

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 2023-25, abandoning 0.183 acres comprising a 40-foot unopened street right-of-way west of the 700 block of North Blanco Street and north of the Union Pacific right-of-way.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-25 Blanco RR ROW, 727 N Blanco St Street Abandonment Exhibit A, 727 N Blanco St Street Exhibit B, 727 N Blanco St Street Abandonment Utilities, Deed without warranties re alley abandon 727 N Blanco CM signature

City of Lockhart, Texas

Council Agenda Item Cover Sheet

version, 727 Blanco RR ROW adjoining owner consent

ORDINANCE NO. 2023-25

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ABANDONING A SEGMENT OF AN UNOPENED STREET WEST OF THE NORTH BLANCO STREET RIGHT-OF WAY AND NORTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, COVERING 0.183 ACRES WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED OR DEEDS CONVEYING SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith SHALL BE REPEALED TO THE EXTENT OF THE CONFLICT ONLY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule municipality; and

WHEREAS, City's Charter, Powers of the city council Section 3.07 (o) provides that the City may exercise exclusive dominion, control and jurisdiction including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended.; and

WHEREAS, Texas Transportation Code Section 311.007 provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the burden of continued maintenance of streets that are not being used exceeds the benefit that would be incurred if the City continued ownership of the streets; and

WHEREAS, the City Council of the City of Lockhart, Texas has determined and finds it is in the public interest that the heretofore described unopened street, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated and closed as a public roadway.

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

Section 1: That the legislative findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: It is in the public interest to vacate, abandon, and close the segment of the 0.183-acre unopened street west of North Blanco Street north of the Union Pacific Railroad right-of-way as shown on Exhibit A

Section 3: Said segment of the 0.183-acre unopened street is hereby vacated, abandoned, and closed.

Section 4: The City Manager is hereby authorized to convey by Deed without warranty all the interest the City has in and to the segment of the 0.183-acre unopened street as shown described in Section 2 of this ordinance to the owners of the abutting properties.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

Section 7. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Lockhart City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

Section 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 9: That this Ordinance shall become effective from and after its date of passage in accordance with law.

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

Lew White, Mayor
City of Lockhart

ATTEST:

Julie Bowermon,
Assistant City Secretary
APPROVED AS TO FORM:

Monte Akers, City Attorney

EXHIBIT A



CITY OF
Lockhart
TEXAS

0 50 100 Feet

Legend	
	40 FT STREET ABANDONMENT
	PARCELS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

AMY CAPELLO HARRELL has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS EXPENSES AND DAMAGES THAT MAY ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Amy Harrell Date: 11/15/23

Owner Printed Name: Amy Harrell

Owner Mailing Address: 222 Sandhill Dr. Lockhart TX

Property Address: 727 N. BLANCO STREET

PROPERTY ID 18356

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

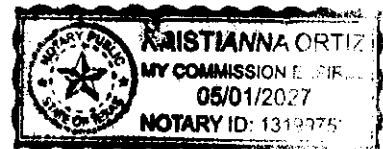
This instrument was acknowledged before me on this the date of 15th day of November

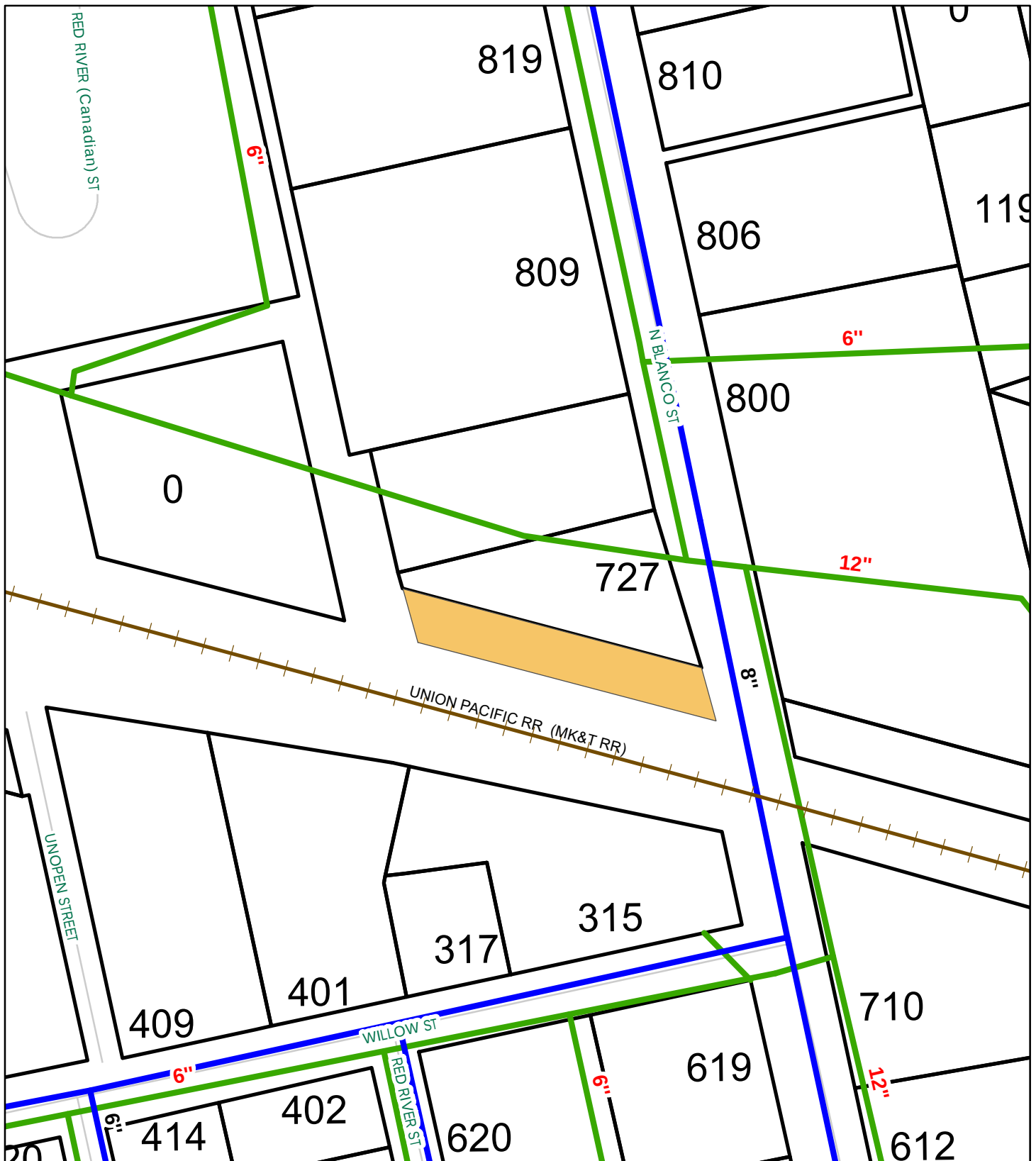
Kristianna Ortiz [Notary Signature]

Notary Public, State of Texas

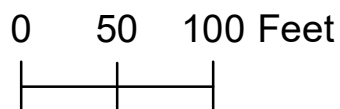
Notary's Printed Name: Kristianna Ortiz

Notary's Commission expires: May 1, 2027





CITY OF
Lockhart
 TEXAS



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Legend	
	40 FT STREET ABANDONMENT
	PARCELS
	WATERLINES
SEWERLINES	
Type	
	Force Main
	Gravity

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

DEED WITHOUT WARRANTIES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CALDWELL

THAT THE UNDERSIGNED, Lew White, Mayor of the City of Lockhart, Texas, acting on behalf of the City and as authorized by the City Council of the City by Ordinance No. 2023-25, hereinafter referred to as "Grantor," for in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid by the Grantees herein, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and quitclaimed, and by these presents do grant, sell and convey unto Grantees, of the County of Caldwell, all of the Grantor's interest in the unnamed alley depicted on the attached Exhibit "A," the same having been abandoned by Grantor by City of Lockhart Ordinance No. 2023-25, the Grantees being the owners of real property adjacent to said unnamed alley, each Grantee's ownership being to the center of the unnamed alley being abandoned, and such Grantees being identified as follows:

Grantee: Amy Capell Harrell

222 Sandhill Dr. Lockhart, TX 78644

TO HAVE AND TO HOLD the above-described premises unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever. This conveyance is made without warranty, express or implied.

EXECUTED this ____ day of _____, 2023.

Steven Lewis, City Manager
City of Lockhart, Texas

Attest:

Julie Bowerman, Interim City Secretary

THE STATE OF TEXAS

COUNTY OF CALDWELL

The foregoing instrument was acknowledged before me on the _____ day of _____, 2023 .

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY:

MY COMMISSION EXPIRES:

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

AMY CAPELLO HARRELL has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS EXPENSES AND DAMAGES THAT MAY ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Amy Harrell Date: 11/15/23

Owner Printed Name: Amy Harrell

Owner Mailing Address: 222 Sandhill Dr. Lockhart TX

Property Address: 727 N. BLANCO STREET

PROPERTY ID 18356

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

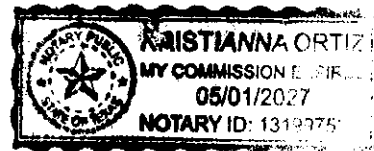
This instrument was acknowledged before me on this the date of 15th day of November

Kristianna Ortiz [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Kristianna Ortiz

Notary's Commission expires: May 1, 2027



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss obtaining a 15' wide utility easement on the properties of Lot 4 and Lot 5 of Block C of the Oakview Annex Addition (known as 1003 Neches Street and 1005 Neches Street) in the interest of public purpose and authorizing the City Manager to sign the easement document.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The properties known as 1003 and 1005 Neches Street have an existing 12" wastewater main running between the properties. Occasionally, historic utilities built many years ago do not have documented easements, so it is necessary to establish an easement to protect the active utility. Each property is dedicated a 7.5' easement, for a total width of 15' (shown in Exhibit A & B). Trinity Square, the adjacent property, recently dedicated their portion of the easement to the City as well. These easements will create a uniform easement so city staff can provide maintenance of the existing utility.

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 recommends approval of the utility easement document.

LIST OF SUPPORTING DOCUMENTS: 1003 and 1005 Neches Easement

AFFIDAVIT

GRANT OF EASEMENT FOR SEWER LINE

WHEREAS, Austex Land Associates LLC (Mike Gurunath) do hereby grant to the City of Lockhart a 15' wide easement for purposes of a Sewer Line and being 7.5' on the SOUTH Side of Lot 4, Oakview Annex Addition in Block C and 7.5' off the NORTH Side of Lot 5 in Block C, according to the Map or Plat recorded in Volume 234 Page 641 of the Deed Records of Caldwell County, Texas, and erroneously shown on JESCO SUBDIVISION recorded in Plat Cabinet D SLIDE 101. This document is agreed to as shown in attached EXHIBITS A & B.

AUSTEX LAND ASSOCIATES LLC:
Mike Gurunath
1507 Century Oaks Dr
Lockhart TX 78644

CITY OF LOCKHART:
City Manager:
Steve Lewis

Signature: 

Signature: _____

Date: 11/17/23

Date: _____

State of Texas:

Caldwell County TX:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED:

Mike Gurunath Representative for:

(AUSTEX LAND ASSOCIATES, LLC.), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING DOCUMENT, AND HE ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATE HEREON.

NOTARY PUBLIC, STATE OF TEXAS:



SEAL:

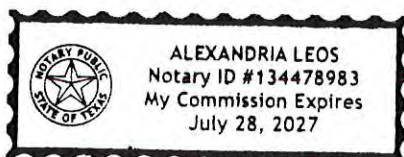


EXHIBIT "A"

City of Lockhart Caldwell County, Texas Oakview Annex Addition Lot 4 in Block C

General Notes

1. Before digging call 811 to locate locations of any utility, pipelines, or other subsurface structures. The surveyor cannot be held responsible for the location of these structures.

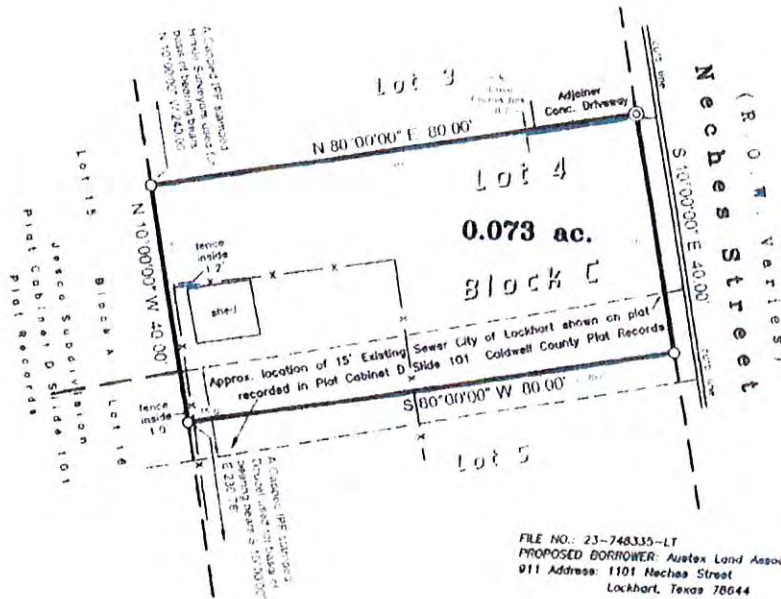
2. The property shown here is subject to a public easement.

3. The following conditions, easements, right of ways, etc., could affect the project location of the lot. The conditions are provided to the surveyor.

4. Approximate location of an existing 15" Water Sewer Line shown on the City of Lockhart Plat Record, Caldwell County, Texas does apply. Record: Caldwell County, Texas.

5. THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.

6. FLOOD ZONES SHOWN ARE APPROXIMATE AND CANNOT BE HELD RESPONSIBLE FOR. THE PART OF THE SURVEYOR AND ARE BASED ON FEMA FLOOD INSURANCE RATE MAP. The property shown here is Flood Zone X (moderate flood hazard). FEMA Flood Insurance Rate Map (FIRM) No. 13002C0212E, dated July 30, 2023. Flood Zone X is an area determined to be susceptible to 1% annual chance floodplain. WARNING: This does not constitute a determination of flood hazard. FLOOD HAZARD MAP DOES NOT IMPLY that the Property of the surveyor is not subject to flood from flooding or flood damage. For more information, contact the Federal Emergency Management Agency (FEMA) or the National Flood Insurance Program (NFIP).



FILE NO.: 23-748335-LT
PROPOSED BORROWER: Austen Land Associates, LLC
911 Address: 1101 Neches Street
Lockhart, Texas 78644

SURVEY DRAWING

Showing Lot 4 in Block C of OAKVIEW ANNEX ADDITION to the City of Lockhart, Caldwell County, Texas according to the map or plat thereof recorded in Volume 234 Page 641 of the Deed Records of Caldwell County, Texas and the improvements as found situated thereon. I do hereby certify to AUSTEN LAND ASSOCIATES, LLC that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on August 9, 2023. (2) I have shown or noted all recorded easements or right of ways listed in the title report provided by Capital Title of Texas, LLC, Lockhart, Texas File No. 23-748335-LT effective date July 30, 2023 and shown all observable evidence of easements on the ground. There are no encroachments, exclusions, conflicts nor any shortages in area nor boundary other than shown hereon. THIS SURVEY IS CERTIFIED TO THE PERSON(S) / COMPANY SHOWN HEREON AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS TRANSACTION OR FOR ANY PERSON(S) / COMPANY NOT LISTED HEREON. Only those points containing the raised surveyor's seal and an original LIVE signature should be considered official and relied upon by the user.

LEGEND

- CAPED 1/2" IRON PIN SET
- STAMPED "HINKLE SURVEYORS"
- ORIGINAL DEEDED CALLS
- X- FENCES MENDEH
- ② 7" IN CONCRETE
- UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JH LH
Job No: 20232201	Drawing: 20232201-Lot4.dwg
Date: August 2023	Word Disk: Begin 06012023
Surveyed By: JH JDB	Autocad Disk: Begin 06012023

HINKLE SURVEYORS

P.O. Box 1027 1106 S. Main Street Lockhart TX 78644
Ph (512) 398-2000 Fax (512) 398-7683 Email contact@hinklesurveyors.com Firm Registration No. 100886 00



Hinkle Surveyors, 2023

EXHIBIT "B"

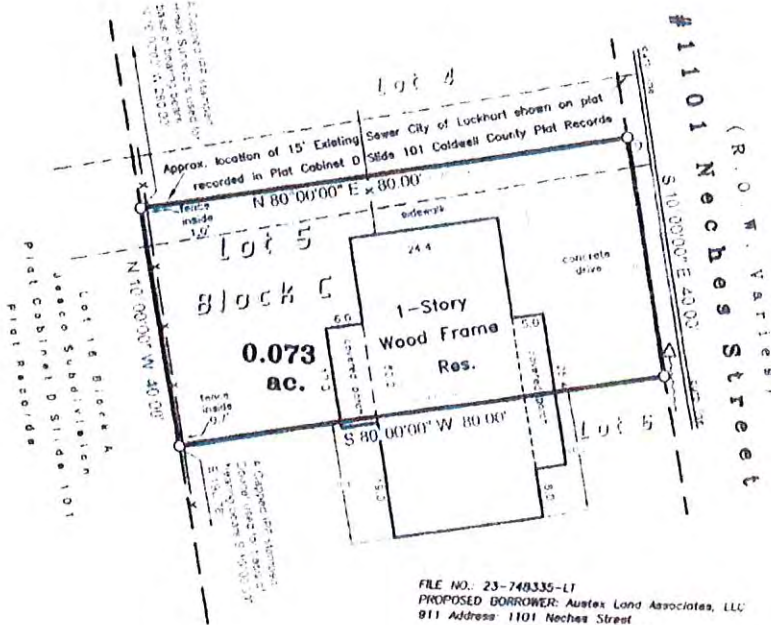
City of Lockhart Caldwell County, Texas Oakview Annex Addition Lot 5 in Block C

General Notes

1. Before depicting this plat on any location, the surveyor shall verify the location of any existing easements, encroachments, or other features shown on the plat, and shall verify the location of any existing easements, encroachments, or other features shown on the plat.
2. The property shown hereon is not to be used for any public purpose.
3. The surveyor shall verify the location of any existing easements, encroachments, or other features shown on the plat, and shall verify the location of any existing easements, encroachments, or other features shown on the plat.

4. Approximate location of any existing 15' Wide Sewer Line shown on the plat is shown as recorded on Plot Cabinet D, Subdivision 101 of the Plat Records of Caldwell County, Texas. The surveyor shall verify the location of any existing easements, encroachments, or other features shown on the plat.

5. THIS PLAT IS FOR USE WITH THE CITY OF LOCKHART, TEXAS. THE SURVEYOR SHALL VERIFY THE LOCATION OF ANY EXISTING EASEMENTS, ENCROACHMENTS, OR OTHER FEATURES SHOWN ON THE PLAT, AND SHALL VERIFY THE LOCATION OF ANY EXISTING EASEMENTS, ENCROACHMENTS, OR OTHER FEATURES SHOWN ON THE PLAT.



FILE NO. 23-748335-LT
PROPOSED BORROWER: Austex Land Associates, LLC
811 Address 1101 Naches Street
Lockhart, Texas 78644

SURVEY DRAWING

Showing Lot 5 in Block C, of OAKVIEW ANNEX ADDITION to the City of Lockhart, Caldwell County, Texas, according to the map or plat thereof recorded in Volume 274 Page 641 of the Deed Records of Caldwell County, Texas, and the improvements as shown and depicted thereon. I do hereby certify to AUSTEX LAND ASSOCIATES, LLC, that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on August 9, 2023, (2) I have shown or noted all recorded easements or right of ways listed in the report provided by Capital Title of Texas, L.L.C. Lockhart, Texas, File No. 23-748335-LT effective date July 30, 2023, and shown all observable evidence of easements on the ground. There are no encroachments, prohibitions, conflicts or any shortages in area nor boundary other than shown hereon. THIS SURVEY IS CERTIFIED TO THE PERSON(S) / COMPANY SHOWN HEREON AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS TRANSACTION OR FOR ANY PERSON(S) / COMPANY NOT LISTED HEREON. Only those prints containing the signed Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

LEGEND

- CAPPED 1/2" IRON PIN SET
- STAMPED "HINKLE SURVEYORS"
- △ SIGN
- △ EL POLE
- GUY WIRE
- ORIGINAL DEEDED CALLS
- x- FENCES MEANDER
- CONCRETE
- UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JLN LJI
Job No. 2023201	Drawing: 2023201-Lot5.dwg
Date: August 2023	Word Disk: Begin 08012023
Surveyed By: JLN JDB	Autocad Disk: Begin 08012023

**HINKLE
SURVEYORS**

P.O. Box 1027 1109 E. Main Street Lockhart, TX 78644
Ph: (512) 398-7000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100885-00

Hinkle Surveyors, 2023



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss participation in the Texas Department of Transportation's on-going grant for the Routine Airport Maintenance Program (RAMP) and authorizing the Public Works Director to submit required documents for the grant.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Municipal Airport participates in the Texas Department of Transportation Routine Airport Maintenance Program annually. The grant program offers a way for public airports to offset maintenance costs for eligible projects and maintenance expenses. Previous year's projects included fuel terminal replacement, pavement repairs, lighting upgrades and general maintenance. This year, the Texas Department of Transportation's Commission increased the State's participation from \$50,000 to \$100,000 and decreased the Sponsor's match (City) from 50% to 10%. This increase in funding will allow for more substantial improvements at the airport and allow the Lockhart Municipal Airport to advance projects intended for the near future, such as fencing upgrades and additional lighting/safety improvements.

The Lockhart Municipal Airport remains subject to the City's purchasing policy. The grant is a reimbursable program that requires all eligible invoices documented and submitted to the State. Authorizing the Public Works Director/Airport Manager to submit documentation is necessary for

PROJECT SCHEDULE (if applicable): FY 23-24

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Airport Fund

Construction/Project Improvement (580-5780-911-00) 10% City Match upto \$11,111.11

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends participation in the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

RAMP grant program for the continued maintenance of the Lockhart Municipal Airport and recommends authorizing the Public Works Director/Airport Manager to submit the required documents for the grant.

LIST OF SUPPORTING DOCUMENTS: PDFMailer10115023

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2414LOCK

Part I - Identification of the Project

TO: The City of Lockhart, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Lockhart, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LOCKHART - LOCKHART MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Lockhart, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Lockhart, Texas

Sponsor

Sponsor Signature

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Attachment A
Scope of Services
TxDOT Project ID: M2414LOCK

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Lockhart, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2414LOCK

The City of Lockhart does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Lockhart, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Lockhart will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Lockhart spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Lockhart will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2414LOCK

The City of Lockhart designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Lockhart, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss confirmation of Civil Service Commission member appointment of Mr. Carl Cisneros to fill the remainder of the unexpired term of Ms. Yolanda Strey, expiring January 1, 2024 and for a three (3) year term of January 1, 2024 – December 31, 2026 as recommended by the City Manager.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Commissioner Yolanda Strey served on the commission for 7 1/2 years. She has resigned from the commission to accept a nomination to serve on the Lockhart Economic Development Board. According to Civil Service regulations, if a vacancy occurs the City manager shall appoint a person to serve for the remainder of the unexpired term.

Mr. Carl Cisneros has graciously agreed to serve on the commission for the unexpired term that is set to expire January 1, 2024 as well as an additional three-year term from January 1, 2024 - December 31, 2026. Mr. Cisneros is a lifelong resident of Lockhart and has previously served the community as a member of the LISD School Board, on other various boards, and as a volunteer. His career includes 30 years experience with the United States Postal Service, 27 years of which he served as a union steward in labor relations. Mr. Cisneros has also worked for the State of Texas in asset management for 7 years. Both the City Manager and Civil Service Director concur that he will be an asset to the Civil Service Commission.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Texas Local Government Code Chapter 143.006 (a-c)

Texas Local Government Code Chapter 143.006 (a-c)

Sec. 143.006. IMPLEMENTATION: COMMISSION. (a) On adoption of this chapter, the Fire Fighters' and Police Officers' Civil Service Commission is established in the municipality. The chief executive of the municipality shall appoint the members of the commission within 60 days after the date this chapter is adopted. Within 30 days after the date the municipality's first full fiscal year begins after the date of the adoption election, the governing body of the municipality shall implement this chapter.

(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

(c) A person appointed to the commission must:

- (1) be of good moral character;
- (2) be a United States citizen;
- (3) be a resident of the municipality who has resided in the municipality for more than three years;
- (4) be over 25 years of age; and
- (5) not have held a public office within the preceding three years.

(c-1) Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

(c-2) Subsection (c)(5) does not prohibit the municipality's chief executive from appointing a former commission member to the commission if the only public office held by the former member within the preceding three years is membership on:

- (1) the commission; or
- (2) the commission and the municipality's civil service board for employees other than police officers and firefighters through a joint appointment to the commission and board.

(c-3) Subsections (c-1) and (c-2) do not apply to a municipality with a population of 1.5 million or more.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discuss Ordinance 2023-26 regarding a Budget Amendment to the adopted FY 2023-24 budget to complete the purchase of body-worn cameras related to state grant funding.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On November 16th, 2021, City Council approved a resolution authorizing the submittal of the Body Worn Camera (BWC) Program grant through the Office of the Governor.

The grant was awarded to the City of Lockhart and the funds are available for reimbursement. The police department ordered twenty-nine (29) Motorola WaV300 Body Worn Cameras, including cloud storage and accessories, using these grant funds. The body worn cameras have been received and are currently in use. They were procured from Motorola Solutions, Inc., which is an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative and Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.

The total cost for the BWC Program is \$85,260.00. The grant will reimburse 75% of the total program cost. Budget Amendment #73 is needed to allocate funding in the FY 2023-24 Adopted Budget for the remaining balance of \$68,208.00 to complete the purchase of the body worn cameras. This budget amendment includes the receipt of grant funds from the Texas Governor's Grant Program in General Fund revenues.

A partial payment of \$17,052.00 for the body worn cameras was made in FY 2022-23.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$68,208.00

Account Number: 100-5317-926-00

Funds Available: 0

Account Name: Radio & Communication Equipment

FISCAL NOTE (if applicable): The proposed budget amendment will increase the Police Department's FY 2023-24 adopted budget appropriation by \$68,208.00. The proposed budget amendment will also increase the General Fund revenues by \$63,945.00. Unrestricted General Fund - Fund Balance will be used to fund the net cost of \$4,263.00 for this one-time expenditure in FY 2023-24.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Total Program Cost	\$85,260.00
Partial Payment - 05.05.2023	\$17,052.00
Remaining Balance	\$68,208.00

Total Program Cost (100%)	\$85,260.00
Grant Reimbursement (75%)	\$63,945.00
City Match (25%)	\$21,315.00

PREVIOUS COUNCIL ACTION: On November 16th, 2021, City Council approved Resolution 2021-20 authorizing the submittal of the Body Worn Camera (BWC) Program grant through the Office of the Governor (OOG).

On June 7th, 2022, City Council approved Resolution 2022-26 approving the purchase of body-worn cameras for the Lockhart Police Department using Office of the Governor grant funds and authorizing the City Manager to execute the necessary documents on behalf of the city.

On October 17th, 2023, City Council approved Resolution 2023-15 designating the Chief of Police as the authorized official for the city's OOG BWC Program grant.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff is recommending approval of the proposed budget amendment.

LIST OF SUPPORTING DOCUMENTS: Ord. 2023-26 - FY 2023-24 Budget Amendment #73, Motorola BWC Invoice, Body Worn Camera Quote, R-2021-20, R-2022-26, R-2023-15

ORDINANCE 2023-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 73; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the Finance Director of the City of Lockhart, Texas has submitted to the Mayor and City Council a proposed amendment to the City of Lockhart, Texas budget of revenues and expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2024; and

WHEREAS, the Finance Director has requested a budget amendment to the Police Departmental Budget; and

WHEREAS, the Finance Director has requested a budget amendment to the General Fund Revenue Budget; and

WHEREAS, the Mayor and Council concur with the recommendation of the Finance Director and staff that the budget amendment is to be processed to reflect the proper revenue and expense accounts within the City of Lockhart budget; and

NOW, THEREFORE, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2023-26 is hereby adopted amending the Police Department budget and General Fund Revenue budget for Fiscal Year 2023-2024 as the same are contained in Budget Amendment 73, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

CITY OF LOCKHART

Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

**CITY OF LOCKHART
BUDGET AMENDMENT FORM**

Amendment No. 73

EXPENSES	ACCOUNT NO.	Adopted Budget	Current Amendment	Total Budget after Current Amendment
Police - Radio & Communication Equipment	100-5317-926-00	\$ -	\$ 68,208.00	\$ 68,208.00
	SUB-TOTAL:	\$ -	\$ 68,208.00	\$ 68,208.00

REVENUES	ACCOUNT NO.	Adopted Budget	Current Amendment	Total Budget after Current Amendment
General Fund - Other Grants	100-4391-00	\$ 500.00	\$ 63,945.00	\$ 64,445.00
	SUB-TOTAL:	\$ 500.00	\$ 63,945.00	\$ 64,445.00

REASON FOR AMENDMENT

To complete the purchase of body worn cameras and receive final reimbursement from the Office of the Governor (OOG)

BC-Body-Worn Camera (BWC) Program - Grant No. 4366701.

REQUESTED BY: Gary Williamson, Police Chief; Joseph Resendez, Assistant City Manager
DATE

APPROVED BY: _____
DATE

POSTED _____
FINANCE DATE

**MOTOROLA SOLUTIONS****Motorola Solutions, Inc.**

500 West Monroe

Chicago IL 60661

United States

Federal Tax ID: 36-1115800Visit our website at www.motorolasolutions.com**ORIGINAL INVOICE**

Transaction Number 1187109971	Transaction Date 25-OCT-2023	Transaction Total 68,208.00 USD
P.O. Number 1742637	P.O. Date	Customer Account No 1012336310
Payment Terms Net Due in 30 Days		Payment Due Date 24-NOV-2023
Bill To Address LOCKHART POLICE DEPT, CITY OF ATTN: Accounts Payable 214 BUFKIN LN LOCKHART TX 78644 United States	Project No: USTX22D157WG Project Name: USTX22D157WG City of	Ship To Address LOCKHART POLICE DEPT, CITY OF 214 BUFKIN LN LOCKHART TX 78644 United States

IMPORTANT INFORMATION**Sales Order(s):** USS102123818

For all invoice payment inquiries contact
 AccountsReceivable@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS**General Comment:** THIS IS NOT A SHIPPING INVOICE. IT IS BEING GENERATED PER THE CUSTOMER'S REQUEST.

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	116	588.00	68,208.00
2	SSV00S01450B	LEARNER LXP SUBSCRIPTION	116	0.00	0.00
3	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	116	0.00	0.00
4	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS	116	0.00	0.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 1187109971	Customer Account No 1012336310	Payment Due Date 24-NOV-2023	Transaction Total 68,208.00 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LOCKHART POLICE DEPT, CITY OF
 ATTN: Accounts Payable
 214 BUFKIN LN
 LOCKHART TX 78644
 United States

Send Payments To:**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.

P.O. BOX 404059

Atlanta GA 30384

United States

Please provide your remittance details to:

US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Billing Address:
LOCKHART POLICE DEPT, CITY
OF
LOCKHART, CITY OF
P O BOX 239
LOCKHART, TX 78644
US

Shipping Address:
LOCKHART POLICE DEPT, CITY
OF
214 BUFKIN LN
LOCKHART, TX 78644
US

Quote Date:04/15/2022
Expiration Date:07/14/2022
Quote Created By:
Christopher Morgan
Regional Sales Manager
Chris.Morgan@
motorolasolutions.com
5127559006

End Customer:
LOCKHART POLICE DEPT, CITY OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Summary:

HGAC
EF04-2104-21

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	29	5 YEAR	\$4,140.00	\$2,940.00	\$85,260.00	
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,C ONFIG,PM	1		Included	Included	Included	
3	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	29		Included	Included	Included	3 YEAR
4	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
5	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	29	5 YEAR	Included	Included	Included	
6	WGW00300-003	V300 NO FAULT WARRANTY	29	5 YEAR	Included	Included	Included	

Grand Total

\$85,260.00(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$24,012.00	\$17,052.00
Year 2 Subscription Fee	\$24,012.00	\$17,052.00
Year 3 Subscription Fee	\$24,012.00	\$17,052.00
Year 4 Subscription Fee	\$24,012.00	\$17,052.00
Year 5 Subscription Fee	\$24,012.00	\$17,052.00
Grand Total System Price	\$120,060.00	\$85,260.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.







Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION**EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.



DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



RESOLUTION 2021-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR THE BODY WORN CAMERA PROGRAM UPGRADE TO THE OFFICE OF THE GOVERNOR.

WHEREAS, the City of Lockhart finds it in the best interest of the citizens of Lockhart, that the **Body Worn Camera Program** be operated for the 2022 year: and

WHEREAS, the City Council of the City of Lockhart, Texas agrees to provide applicable matching funds for the said project as required by the Body-Worn Camera Program grant application; and

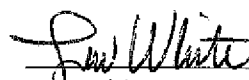
WHEREAS, the City of Lockhart agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Lockhart assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Lockhart designates Police Chief Ernest Pedraza as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Lockhart approves submission of the grant application for the **Body Worn Camera Program** to the Office of the Governor.

Passed and Approved this 16th day of November, 2021.

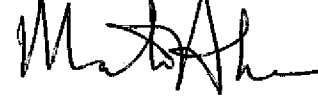
CITY OF LOCKHART


Lew White, Mayor

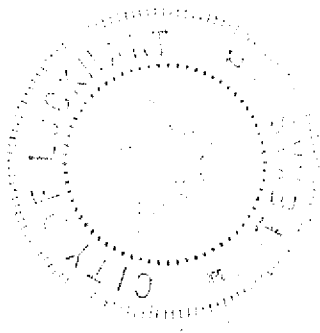
ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Monte Akers, City Attorney

Grant Number: **4366701**



**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, APPROVING
THE PURCHASE OF BODY-WORN CAMERAS FOR THE LOCKHART
POLICE DEPARTMENT USING TEXAS GOVERNOR GRANT FUNDS
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

WHEREAS, by Resolution No. 2021-20, approved on November 16, 2021, the City Council of Lockhart approved the submission of an application for a grant from the Texas Governor's grant program for the purchase of body-worn cameras, such approval including a 25% fund match and budgetary amendment; and

WHEREAS, such grant was awarded to the City of Lockhart and the funds are now available for use; and

WHEREAS, the body-worn cameras are available from Motorola Solutions, Inc., which is an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes;
2. The purchase of body-worn cameras, as described in the agenda packet for November 16, 2021, is hereby authorized, using grant funds and matching funds for a total of \$85,260;
3. The City Manager is authorized to execute the necessary documents to acquire the body-worn cameras from Motorola Solutions, Inc.

PASSED AND ADOPTED on this the 7th day of June 2022.

CITY OF LOCKHART


Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Monte Akers, City Attorney



RESOLUTION 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR THE BODY WORN CAMERA PROGRAM UPGRADE TO THE OFFICE OF THE GOVERNOR.

WHEREAS, the City of Lockhart finds it in the best interest of the citizens of Lockhart, that the **Body Worn Camera Program** be operated for the 2022 – 2023 years: and

WHEREAS, the City Council of the City of Lockhart, Texas agrees to provide applicable matching funds for the said project as required by the Body-Worn Camera Program grant application; and

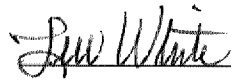
WHEREAS, the City of Lockhart agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Lockhart assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Lockhart designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Lockhart approves submission of the grant application for the **Body Worn Camera Program** to the Office of the Governor.

Passed and Approved this 17th day of October, 2023.

CITY OF LOCKHART



Lew White, Mayor

ATTEST:

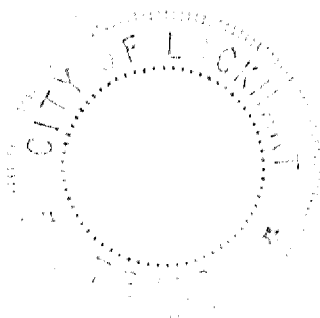


Julie Bowermon, City Secretary



Monte Akers, City Attorney

Grant Number: 4366701



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and/or action on an appeal to the Planning and Zoning Commission's approval of application SUP-23-14 by Shiva Shankar of Paradise Engineers for a *Specific Use Permit* to allow a MF-2 Residential Development Type on 13.099 acres in the James George Survey, Abstract No. 9, zoned RHD Residential High Density District and located at 1000 Valdez Street and 1325 Blackjack Street (FM 20).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: On October 11, 2023, the Planning and Zoning Commission considered an SUP request for the MF-2 development type on an approximately 13-acre property at 1325 Blackjack Street and 1000 Valdez Street. The proposed development includes 216 garden-style multifamily units on the northern two-thirds of the property and a 2.35-acre commercially-zoned tract along the Blackjack Street frontage. The applicant requested the MF-2 SUP to allow the proposed unit count at a density of 20.1 units/acre. Without the SUP, the property's allowed MF-1 development type limits density to 12 units per acre.

City staff reviewed the proposed project and found that it complied with all applicable provisions of the City Code. The proposed intersection improvements and site design should minimize the impact of the development on surrounding properties and the multifamily project would serve as a transitional use between the RMD uses to the west and the industrial uses to the south, east, and north. The Planning and Zoning Commission approved the project (6-0, Peterson abstaining) with the following conditions: (1) The fenced dog park and children's play area shall be located in the center-third of the development, and (2) The required perimeter screening fence shall be built to a height of eight feet adjacent to residentially-zoned properties, instead of the required six feet. After the hearing, staff received appeals of the decision from nearby property owners Mr. Jesse Martinez at 1311 Blackjack Street and Mr. Domingo Martinez of 1313 Blackjack Street, following up on their comments regarding potential traffic impacts of the project and their opposition to the apartments being built on the site at the Planning and Zoning Commission's public hearing. The neighbors filed the appeal under the following provision of the zoning ordinance:

Sec. 64-127. - Specific use permits.

(c)

Processing.

(6)

Commission action.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

d.

The commission shall by majority vote approve, approve with modification and/or condition, or deny the application. Specific use permits shall remain in effect for the duration of the authorized development or use on the premises for which they are granted unless an expiration date or time limit is established by the commission at the time of approval in accordance with subsection b, above.

e.

Any person or persons, jointly or severally, aggrieved by the commission's denial, approval, or condition of approval of any application, may submit in writing a request for an appeal to city council. Such request must be submitted to the zoning administrator within ten calendar days of the commission's action, and the same public hearing notice requirements shall apply to the appeal as applied to the original application. The appeal shall be forwarded to the council together with a record of the commission hearing and decision.

f.

The council shall consider an appeal of the planning and zoning commission's decision at a public hearing scheduled at the earliest regular council meeting for which all notification requirements can be met after the appeal is submitted. The council shall uphold, modify, or reverse the decision of the commission.

Staff has not received any additional opposition to the Commission's decision but have answered questions from members of the public regarding the nature of the proposed development.

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: On September 17, 2013, City Council denied a rezoning request from the property's current *RHD Residential High Density* and *CHB Commercial Heavy Business* zoning to *IL Industrial Light* by Mr. Liberthad Robles. Council's decision to deny the request was described in the decision letter, dated September 18, 2013, as based on inconsistency with the City's Comprehensive Plan and upon "significant opposition from the adjacent residential neighborhood". This rezoning request previously received a recommendation of denial from the Planning and Zoning Commission on September 11, 2013.

COMMITTEE/BOARD/COMMISSION ACTION: On October 11th, the Planning and Zoning Commission approved the SUP request with the following conditions:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

1. The fenced dog park and children's play area shall be located in the center one-third of the development.
2. The required perimeter screening fence shall be built to a height of eight feet, instead of the required six feet, abutting residentially-zoned properties.

STAFF RECOMMENDATION/REQUESTED MOTION: *Approval* of the SUP request, with the conditions approved by Planning and Zoning Commission:

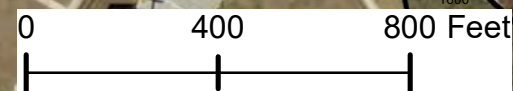
1. The fenced dog park and children's play area shall be located in the center one-third of the development.
2. The required perimeter screening fence shall be built to a height of eight feet, instead of the required six feet, abutting residentially-zoned properties.

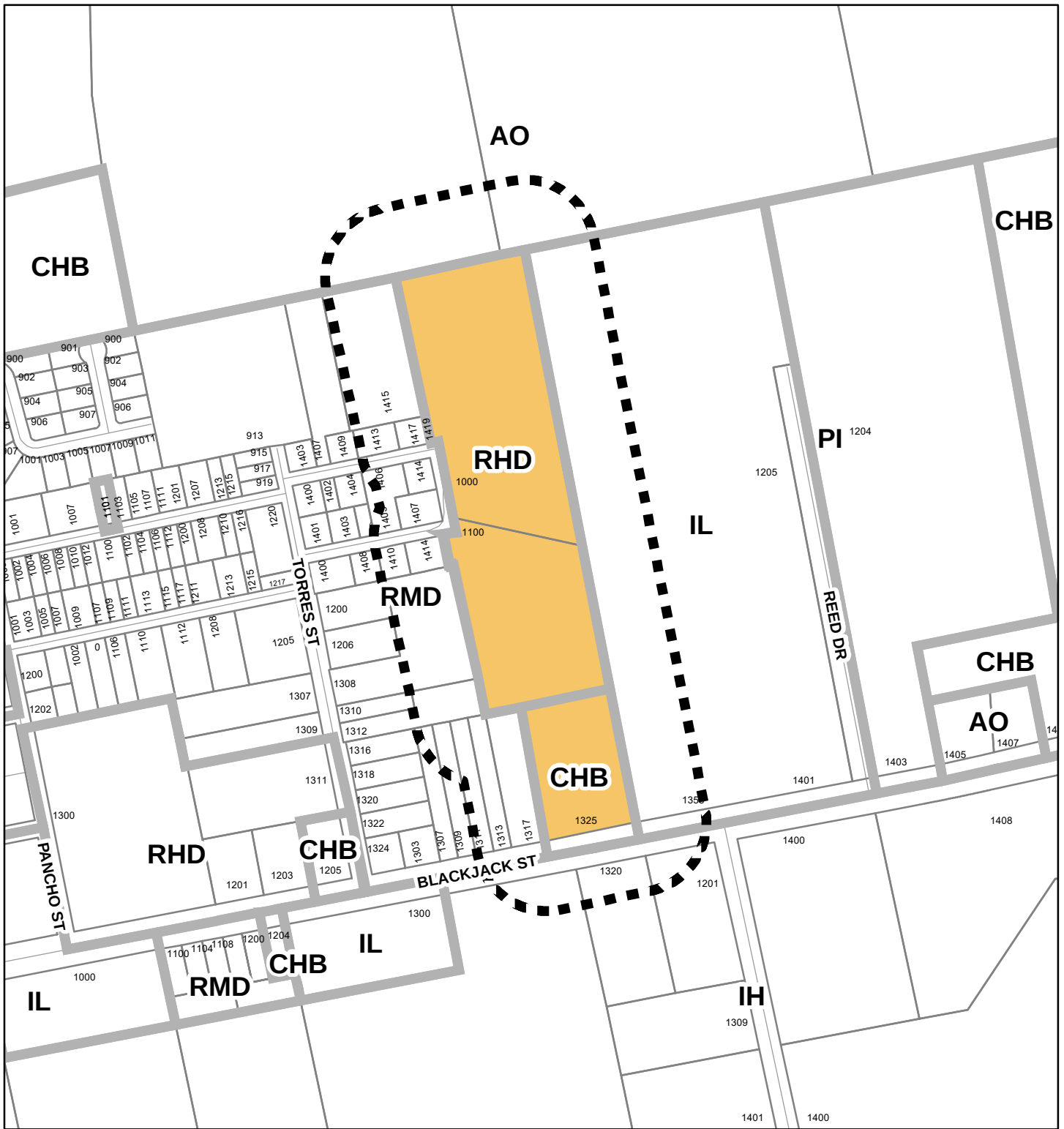
LIST OF SUPPORTING DOCUMENTS: SUP2314 aerial, SUP2314 case map, sup-23-14 staff report - City Council Version, Protest letter--J. Martinez, Protest Letter-D. Martinez, 2023.09.07 - Blackjack Apartments SUP Application

LOCKHART ETJ

1535

1541





SUP-23-14



1000 VALDEZ ST & 1325 BLACKJACK ST (FM 20)

MF-2 RESIDENTIAL DEVELOPMENT TYPE



SUBJECT PROPERTY



ZONING BOUNDARY



200 FT. BUFFER

scale 1" = 400'

CASE SUMMARY

STAFF CONTACT: Evan Olszewski, Planner

CASE NUMBER: SUP-23-14

REPORT DATE: November 13, 2023

PUBLIC HEARING DATE: November 21, 2023 (Planning and Zoning Commission: October 11, 2023)

APPLICANT'S REQUEST: MF-2 Residential Development Type

STAFF RECOMMENDATION: **Approval**

SUGGESTED CONDITIONS: None

BACKGROUND DATA

APPLICANT(S): Shiva Shankar / Paradise Engineers, LLC

OWNER(S): Magesh Gurunath

SITE LOCATION: 1000 Valdez Street and 1325 Blackjack Street

LEGAL DESCRIPTION: A009 George, James, Acres 6.55 and A009 George, James, Acres 6.549

SIZE OF PROPERTY: 13.099 acres

EXISTING USE OF PROPERTY: Vacant land

ZONING CLASSIFICATION: RHD Residential High Density and CHB Commercial Heavy Business

ANALYSIS OF ISSUES

CHARACTERISTICS OF PROPOSED USE: The subject property is zoned RHD Residential High Density, with an approximately 2.35-acre portion of the property along the Blackjack Street frontage zoned CHB Commercial Heavy Business. Residential development types are not allowed in the CHB district, so the requested Specific Use Permit will only apply to the RHD portion of the property.

The intended use of this property is multifamily residential with a commercial component along Blackjack Street. The Applicant's proposal is to develop 216 garden-style multifamily dwelling units on the 10.75 acres north of the commercial tract. The proposed density is approximately 20.1 units/acre. The Applicant's Specific Use Permit request applies to the portion of the property zoned RHD, which allows the MF-1 development type, up to 12 units per acre, by-right. Greater than 12 units per acre to 24 units per acre requires the MF-2 Residential Development Type, which is allowed only upon approval of a Specific Use Permit. The proposed density in this case is closer to the upper limit of 24 units per acre.

NEIGHBORHOOD COMPATIBILITY: An RMD Residential Medium Density neighborhood abuts the property to the west. There are IH Industrial Heavy uses across Blackjack Street (FM 20) to the south of the property, surrounding East MLK Jr Industrial Boulevard. The IL Industrial Light-zoned experimental agriculture company Inevitable Technology abuts the property to the east. To the north is the Duran Gravel Company pit, zoned AO Agricultural-Open Space.

Because the abutting zoning classifications include IH, IL, AO, CHB, and RMD, a high intensity residential use would be compatible with the surrounding uses. The project would serve as a transition between the IL use to the east and the RMD use to the west. The proposed apartments are buffered from the surrounding uses by a water detention pond and park to the north and the commercial site to the south along the Blackjack Street frontage. The landscaping buffer requirements in City Code Section 64-197(h)(2) apply and will provide a buffer between the project and the residences to the east. Additionally, the multifamily development will be required to construct a minimum six-foot tall fence or wall as a buffer

along the property line shared by the neighborhood to the west and will be similarly screened from the industrial use to the east.

The proposed development will include access to both Blackjack Street and Valdez Street, but the Applicant expects that most of the traffic generated by the development will use the Blackjack Street entrance because it is the most direct route to major destinations.

COMPLIANCE WITH STANDARDS: The Land Use Plan shows that this property is intended for RLD Residential Low Density development where the multifamily units are proposed, with a RHD Residential High Density buffer along Blackjack Street where the commercial development is proposed. Because the property's current zoning districts and their locations serve a similar buffering purpose as the districts portrayed on the Land Use Plan and because the property could currently be developed by-right with up to 12 units/acre, there is no compliance issue regarding the Land Use Plan.

The Thoroughfare Plan shows a hike/bike trail along the eastern edge of the property, from Blackjack Street to the north, bearing northwest to connect to the future First Street extension. The Applicant's proposal includes the hike/bike trail along the eastern and northern property lines in accordance with the Thoroughfare Plan.

The proposed off-street parking and building setbacks must meet City standards. TDLR regulations require handicapped-accessible parking spaces determined by the total number of spaces available; for the 216 proposed units 486 spaces are required by the City code. The Applicant proposes 490 spaces. TDLR regulations require at least 9 handicapped accessible spaces for projects providing between 401 and 500 parking spaces. It is acceptable for the developer to provide the handicapped spaces from the total provided spaces.

ADEQUACY OF INFRASTRUCTURE: A 12" waterline and an 8" wastewater line reach the site on the Blackjack Street frontage. Blackjack Street is reported to have excess capacity in the 2022 Capital Improvements Analysis.

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

STAFF RECOMMENDATION: **Approval.** On October 11th, the Planning and Zoning Commission approved the project with the following conditions:

1. The fenced dog park and children's play area shall be located in the center third of the development.
2. The required perimeter screening fence shall be built to a height of eight feet, instead of the required six feet, abutting residentially-zoned properties.

On October 19th, staff received an appeal of the Commission's October 11th decision in accordance with City Code Section 64-127(c)(6)(e), which allows anyone affected by a decision of the Commission to request that the case be forwarded to City Council. The appeal letter submitted by Mr. Jesse Martinez does not state the grounds for the appeal, but simply requests the hearing. Mr. Martinez' comments at the October 11th meeting focused on the traffic along Blackjack Street and the perceived negative impact on traffic safety at his property next door that the development would bring. Mr. Martinez' brother and sister-in-law also spoke at the meeting, stating their opposition and concerns regarding flooding and traffic.

Staff has not received any additional appeals of the Commission's decision. Staff received one email stating that the property's frontage should remain designated for commercial uses and staff clarified that the approved development maintains the commercial frontage.

MR. DAVID FOWLER :
(PLANNING DIRECTOR)

OCT. 19th, 2023

I wish to activate the Lockhart
code of ORDINANCES SECTION 64-127(C)(6)
to appeal a decision by the zoning
commission on Oct. 11, 2023. USE PERMIT
(SUP-23-14) possible future address
1325 BLACKJACK ST. AND 1000 VALDEZ ST.

Thank you
Jesse Martinez

JESSE MARTINEZ
1311 BLACKJACK ST.

CITY OF LOCKHART

OCT 19 2023

BUILDING INSPECTIONS DEPT.

DAVID FOWLER :
(PLANNING DIRECTOR)

OCT. 20th, 2023

I wish to ACTIVATE the LOCKHART
CODE OF ORDINANCES SECTION 64-127(C)(6)
to APPEAL A decision by the ZONING
COMMISSION on OCT. 11th, 2023. USE PERMIT
(SUP-23-14) POSSIBLE FUTURE ADDRESS
1325 BLACKJACK AND 1000 VALDEZ ST.

Thank you,

Domingo Martinez
10-19-23

Domingo MARTINEZ
1313 BLACKJACK ST.

CITY OF LOCKHART

OCT 20 2023

BUILDING INSPECTIONS DEPT.

SPECIFIC USE PERMIT APPLICATION

CITY OF
Lockhart
TEXAS

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

APPLICANT/OWNER

APPLICANT NAME _____

ADDRESS _____

DAY-TIME TELEPHONE _____

E-MAIL _____

OWNER NAME _____

ADDRESS _____

DAY-TIME TELEPHONE _____

E-MAIL _____

PROPERTY

ADDRESS OR GENERAL LOCATION _____

LEGAL DESCRIPTION (IF PLATTED) _____

SIZE _____ ACRE(S) ZONING CLASSIFICATION _____

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

REQUESTED SPECIFIC USE

PROPOSED USE REQUIRING PERMIT _____

CHARACTERISTICS OF PROPOSED USE, INCLUDING INDOOR AND OUTDOOR FACILITIES, ANTICIPATED OCCUPANCY (NUMBER OF DWELLING UNITS, RESIDENTS, EMPLOYEES, SEATS, OR OTHER MEASURE OF CAPACITY, AS APPLICABLE), GROSS FLOOR AREA, HOURS OF OPERATION, AND ANY OTHER RELEVANT INFORMATION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

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.

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

SITE PLAN, SUBMITTED ON PAPER NO LARGER THAN 11" X 17", SHOWING: 1) Scale and north arrow; 2) Location of site with respect to streets and adjacent properties; 3) Property lines and dimensions; 4) Location and dimensions of buildings; 5) Building setback distances from property lines; 6) Location, dimensions, and surface type of off-street parking spaces and loading areas; 7) Location, dimensions, and surface type of walks and patios; 8) Location, type, and height of free-standing signs; fences, landscaping, and outdoor lighting; 9) utility line types and locations; and, 10) any other proposed features of the site which are applicable to the requested specific use.

APPLICATION FEE OF \$250, PLUS \$150 PER ACRE, MAXIMUM OF \$2,500 PAYABLE TO THE CITY OF LOCKHART.

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 G. May

DATE _____

OFFICE USE ONLY

ACCEPTED BY _____

RECEIPT NUMBER _____

DATE SUBMITTED _____

CASE NUMBER SUP - _____ - _____

DATE NOTICES MAILED _____

DATE NOTICE PUBLISHED _____

PLANNING AND ZONING COMMISSION MEETING DATE _____

DECISION _____

CONDITIONS _____

SPECIFIC USE PERMIT

Project:

**Blackjack Apartments
1000 Valdez & 1325 Blackjack St.
Lockhart, TX 78644
(Property ID #s: 17504 & 116687)**

Date: September 5, 2023

Prepared by:

**Paradise Engineers, LLC
Consulting Engineers
(919) 917-6675**

Project #: 2022048



PARADISE ENGINEERS

Site Information

Site Address:	1000 Valdez St & 1325 Blackjack St, Lockhart, TX 78644
Owner:	Gamp Properties LLC
Owner Address:	1507 Century Oaks Dr Lockhart, TX 78644
County:	Caldwell County
Property ID:	116687 & 17504
Legal Description:	A009 George, James, Acres 6.55 A009 George, James, Acres 6.549
Site Coordinates:	29.873005 Latitude, -97.657036 Longitude
Property Acreage:	13.099 acres
Zoning:	Commercial Heavy Business & Residential High Density
Current Use:	Vacant
Proposed Use:	Garden Style Apartment Complex

Project Summary

This parcel is located along FM 20 (Blackjack Street), in the City of Lockhart, Caldwell County, Texas. The project is comprised of 2 lots (property ID#s 116687 & 17504) for a total of approximately 13.099 acres. The property is currently vacant with no structures on site. See **Exhibit 2** for the existing aerial imagery and boundary survey. See **Exhibit 3** for the existing boundary survey.

The aim of this Specific Use permit is to seek approval from the City of Lockhart for utilizing the MF-2 zoning district for this project. As per Appendix I & II of the City of Lockhart Code of Ordinances, the existing zoning for RHD permits only MF-1, therefore, we would like to submit this SUP to use MF-2 zoning district.

Our development plan will follow all the rules for the MF-2 designation, as shown in the table below.

District	Max. Dwelling per Structure	Min. Lot Area (SF)	Max. Dwelling Units per Acre	Min. Lot Dim. (FT). W/D	Max. % Lot Coverage with Bldgs	Min. Bldg. Setback from Property line (FT)			Max. Height Stores (FT)	Min. Off-street Parking Spaces Per Dwelling Unit
						Street	Side	Rear		
MF-1	12	15,000	12	120/125	40	15	15 or 20 next to R	25	3.5/35	2 + ¼ dwelling units
MF-2	24	20,000	24	160/126	50	15	Same	Same	4.5/45	Same

The site is outside the FEMA flood plain limits, and has direct access to public water, public sewer, and power. See **Exhibit 4** for the City of Lockhart Water and Wastewater map.

The proposed plan for this property is to develop a 216-unit Multifamily Garden Style Apartment Complex (21 units/acre), see **Exhibit 5**. Additionally, a preliminary building schematic is included as **Exhibit 6**.

List of Exhibits

- Exhibit 1 – Owner Authorization Letter
- Exhibit 2 – Existing Aerial Imagery
- Exhibit 3 - Boundary Survey
- Exhibit 4 – City of Lockhart Water and Wastewater Map
- Exhibit 5 – Proposed Site Plan – 11x17
- Exhibit 6 – Preliminary Building Interior Schematic

SUP Requirements

- ✓ Scale & North Arrow
- ✓ Location of site with respect to streets and adjacent properties
- ✓ Property lines and dimensions
- ✓ Location and dimensions of buildings
- ✓ Building setback distances from property lines
- ✓ Location, dimensions, and surface type of off-street parking spaces and loading areas
- ✓ Location, dimensions, and surface type of walks and patios
- ✓ Location, type, and height of free-standing signs; fences, landscaping, and outdoor lighting
- ✓ Utility line types and locations
- ✓ Any other proposed features of the site which are applicable to the requested specific use.

Exhibit 1 – Owner Authorization Letter

Monday, September 4, 2023

City of Lockhart, TX

Re: Blackjack Apartments
1000 Valdez & 1325 Blackjack St.
Lockhart, TX 78644
(Property ID #s: 17504 & 116687)

To Whom it May Concern:

As the land owner of record for the above-referenced property, I authorize Paradise Engineers, LLC to submit the necessary permit application(s) to conduct the work and associated land disturbing activities on my property as necessary to construct the referenced Apartment Complex and associated improvements.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Magesh', is written over a horizontal line.

Gamp Properties LLC & A & M Venture Capitalists LLC
Magesh Gurunath

Exhibit 2 – Existing Aerial Imagery



Project Site

Reed Dr

4th St

5th

Tores St

Reed Dr

20

20



Property Identification #: 116687

Geo ID:

0300009-007-100-10

Situs Address:

1325 BLACKJACK ST LOCKHART, TX 78644

Property Type:

Real

State Code:

E3

Property Information: 2024

Legal Description:

A009 GEORGE, JAMES, ACRES 6.549

Abstract:

A009

Neighborhood:

LOCKHART RES - SOUTHEAST

Appraised Value:

N/A

Jurisdictions:

SLH, WUG, WPC, FTM, CLH, GCA, CAD

Owner Identification #: 224083

Name:

TERRAZAS APRIL

Exemptions:

DBA:

Null



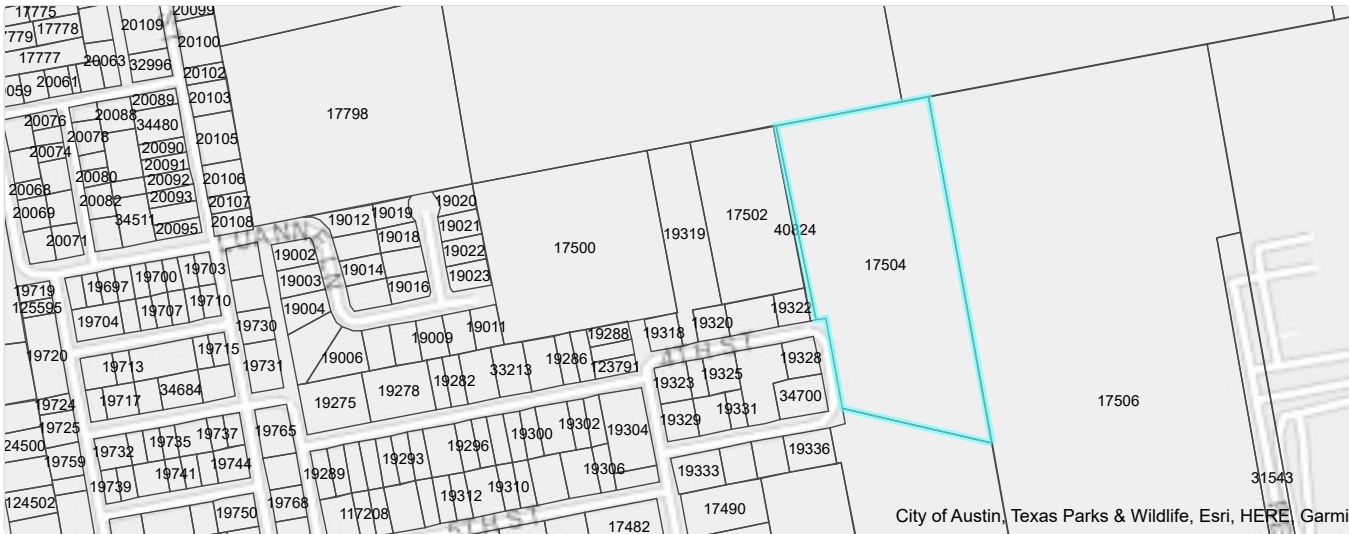
Caldwell CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Caldwell County Appraisal District expressly disclaims any and all liability in connection herewith.

Geo ID: 0300009-007-100-00
Situs Address: 1000 VALDEZ ST LOCKHART, TX 78644
Property Type: Real
State Code: E3

Legal Description: A009 GEORGE, JAMES, ACRES 6.55
Abstract: A009
Neighborhood: LOCKHART RES - SOUTHEAST
Appraised Value: N/A
Jurisdictions: SLH, WUG, WPC, FTM, CLH, GCA, CAD

Name: GAMP PROPERTIES LLC
Exemptions:
DBA: Null



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Exhibit 3 – Boundary Survey

City of Lockhart Caldwell County, Texas James George Survey A-9

General Notes

- 1) The following conditions, easements, right of ways, etc., could effect this parcel according to the Title Commitment provided to the Surveyor:
- 2) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 3) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATS NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FEMA Panels #48055C0120B and #48055C0223E effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This Flood Statement, as Determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.

G.F. #18-351979-LT
PROPOSED INSURED: Magesh Gurunath and Premalakshmi Magesh

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 60°00'00" W	10.90'
L2	N 10°10'00" W	90.00'
L3	N 79°50'00" E	40.00'
L4	N 10°10'00" W	40.00'
L5	S 79°50'00" E	26.55'
L6	S 79°27'00" E	68.88'

ORIGINAL DEEDED CALLS LINE TABLE

LINE	BEARING	DISTANCE
L1	S 60°00' W	10.90'
L2	N 10°10' W	90.00'
L3	N 79°50' E	40.00'
L5	S 79°50' W	26.55'
L6	N 79°27' E	68.70'

LEGEND

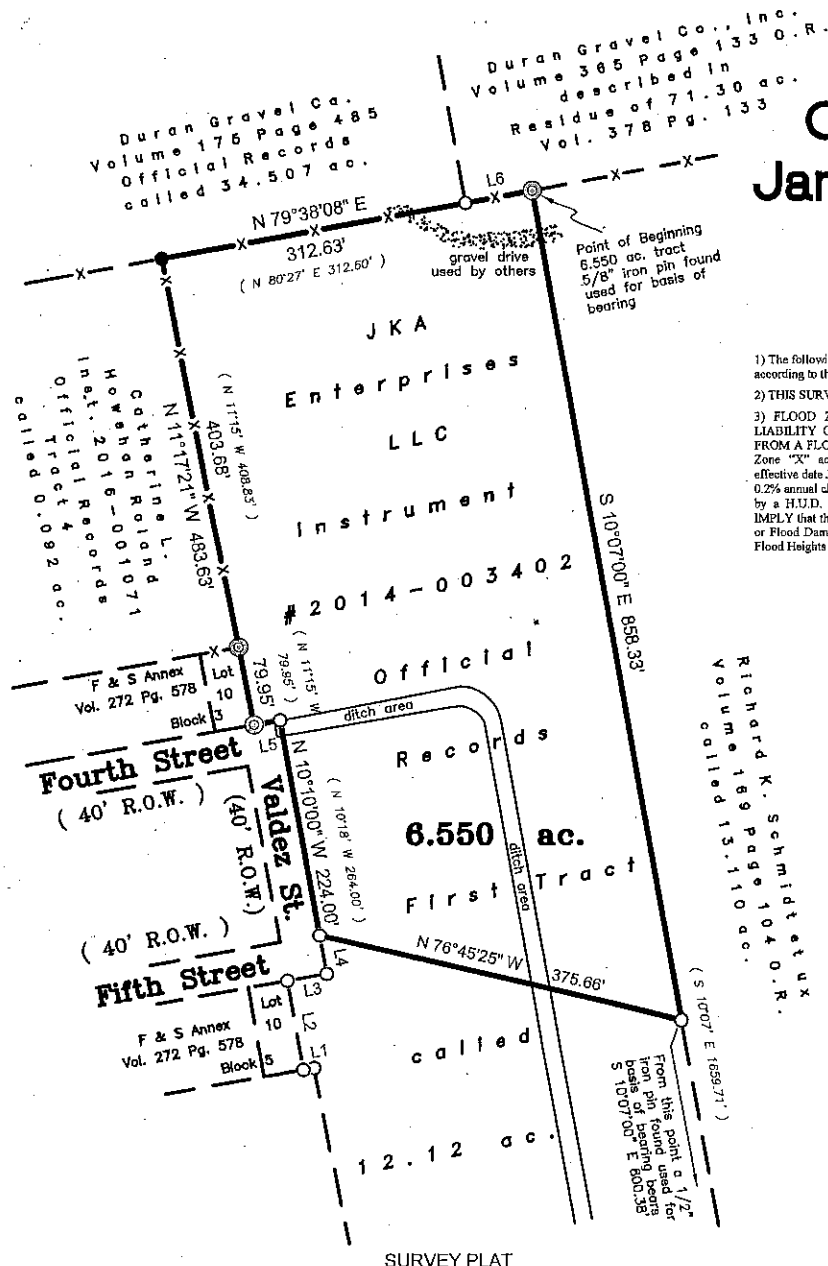
- CAPPED 1/2" IRON PIN SET
STAMPED "HINKLE SURVEYORS"
- 1/2" IRON PIN FOUND
- ⊙ 5/8" IRON ROD FOUND
- ⊕ 1" IRON PIPE FOUND
- △ EL POLE
- (.....) ORIGINAL DEEDED CALLS
- X- FENCES MEANDER
- E- OVERHEAD ELECTRIC LINE
- GRAVEL
- UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JLH BS
Job No. 20181551	Drawing: 20181551-6.550ac.dwg
Date: June 2018	Word Disk: Begin 06012018
Surveyed By: JLH JDB	Autocad Disk: Begin 06012018

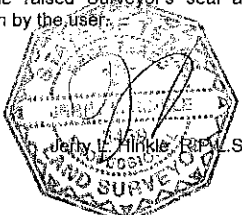


HINKLE SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00



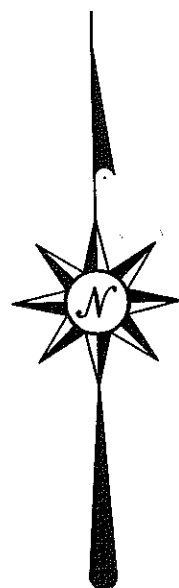
Showing 6.550 acre tract of land out of the James George Survey A-9 in the City of Lockhart, Caldwell County, Texas. I do hereby certify to MAGESH GURUNATH and PREMALKASHMI MAGESH, that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on June 5, 2018, (2) I have shown or noted all recorded easements or right of ways listed in the title report provided by Capital Title, Lockhart, Texas, FILE NO: #18-351979-LT effective date March 23, 2018, and shown all observable evidence of easements on the ground. There are no encroachments, protrusions, conflicts nor any shortages in area nor boundary other than shown hereon. **THIS SURVEY IS CERTIFIED TO THE PERSON(S) / COMPANY SHOWN HEREON AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS TRANSACTION OR FOR ANY PERSON(S) / COMPANY NOT LISTED HEREON.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



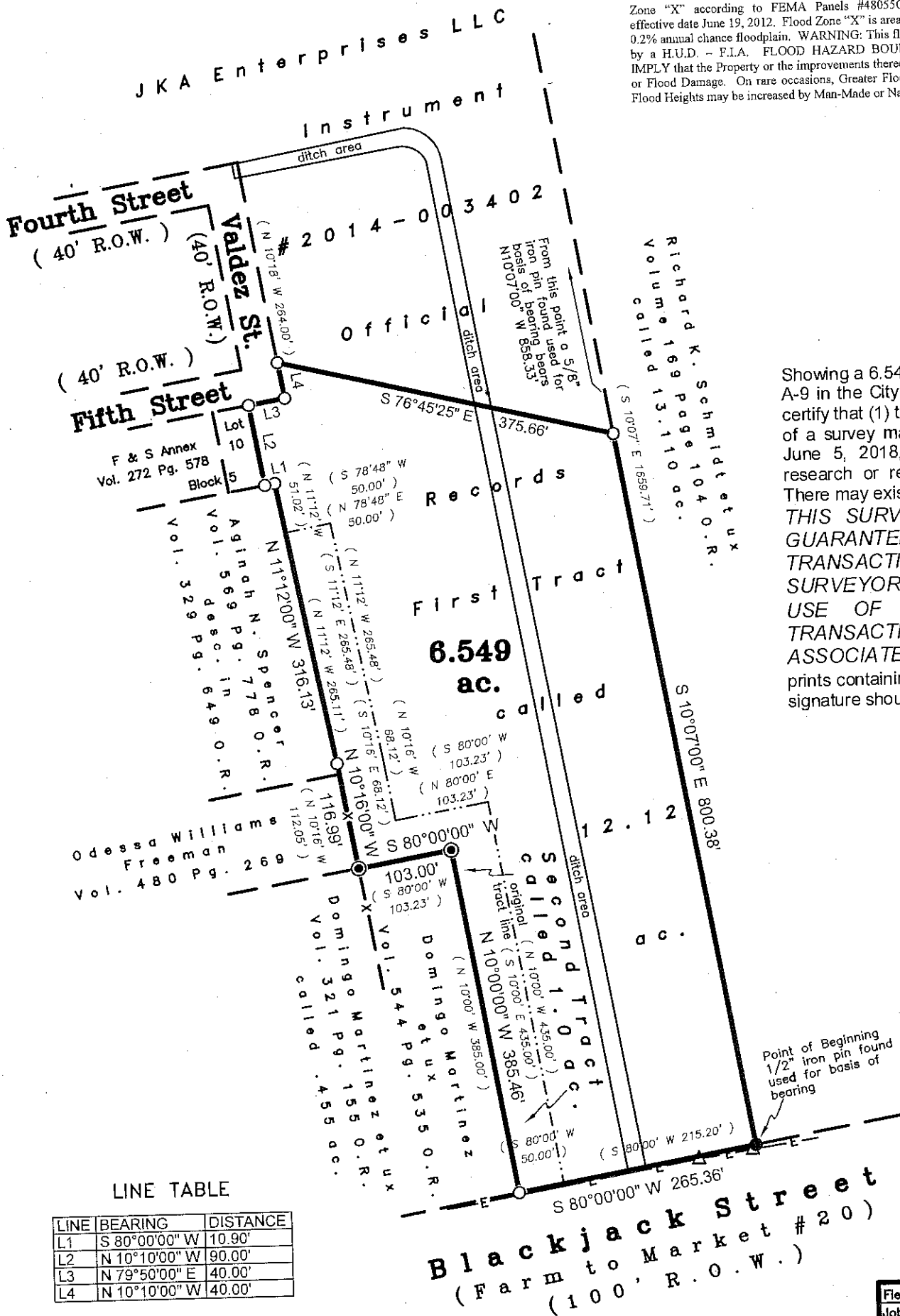
City of Lockhart Caldwell County, Texas
James George Survey A-9

General Notes

- 1) The following conditions, easements, right of ways, etc., could effect this parcel according to the Title Commitment provided to the Surveyor:
- 2) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 3) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone "X" according to FEMA Panels #48055C0120E and #48055C0235E effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This Flood Statement, as Determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.



Scale 1"=150'



SURVEY PLAT

Showing a 6.549 acre tract of land out of the James George Survey A-9 in the City of Lockhart, Caldwell County, Texas. I do hereby certify that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on June 5, 2018, (2) No Abstract of Title, title commitment, nor research or record easements were supplied to the Surveyor. There may exist easements of record which could effect this parcel. THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS ONE TRANSACTION OR FOR ANY PERSON(S) NOT ASSOCIATED WITH THIS TRANSACTION. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

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

LEGEND

- CAPPED 1/2" IRON PIN SET STAMPED "HINKLE SURVEYORS"
- 1/2" IRON PIN FOUND
- ⊙ 5/8" IRON ROD FOUND
- ⊙ 1" IRON PIPE FOUND
- △ EL POLE
- (.....) ORIGINAL DEEDED CALLS
- X- FENCES MEANDER
- E- OVERHEAD ELECTRIC LINE UNLESS OTHERWISE NOTED

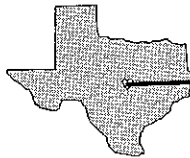
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 80°00'00" W	10.90'
L2	N 10°10'00" W	90.00'
L3	N 79°50'00" E	40.00'
L4	N 10°10'00" W	40.00'

ORIGINAL DEEDED CALLS
LINE TABLE

LINE	BEARING	DISTANCE
L1	S 80°00' W	10.90'
L2	N 10°10' W	90.00'
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Field Book: d.c.	Drawn By: JLH BS
Job No. 20181551	Drawing: 20181551-6.549ac.dwg
Date: June 2018	Word Disk: Begin 06012018
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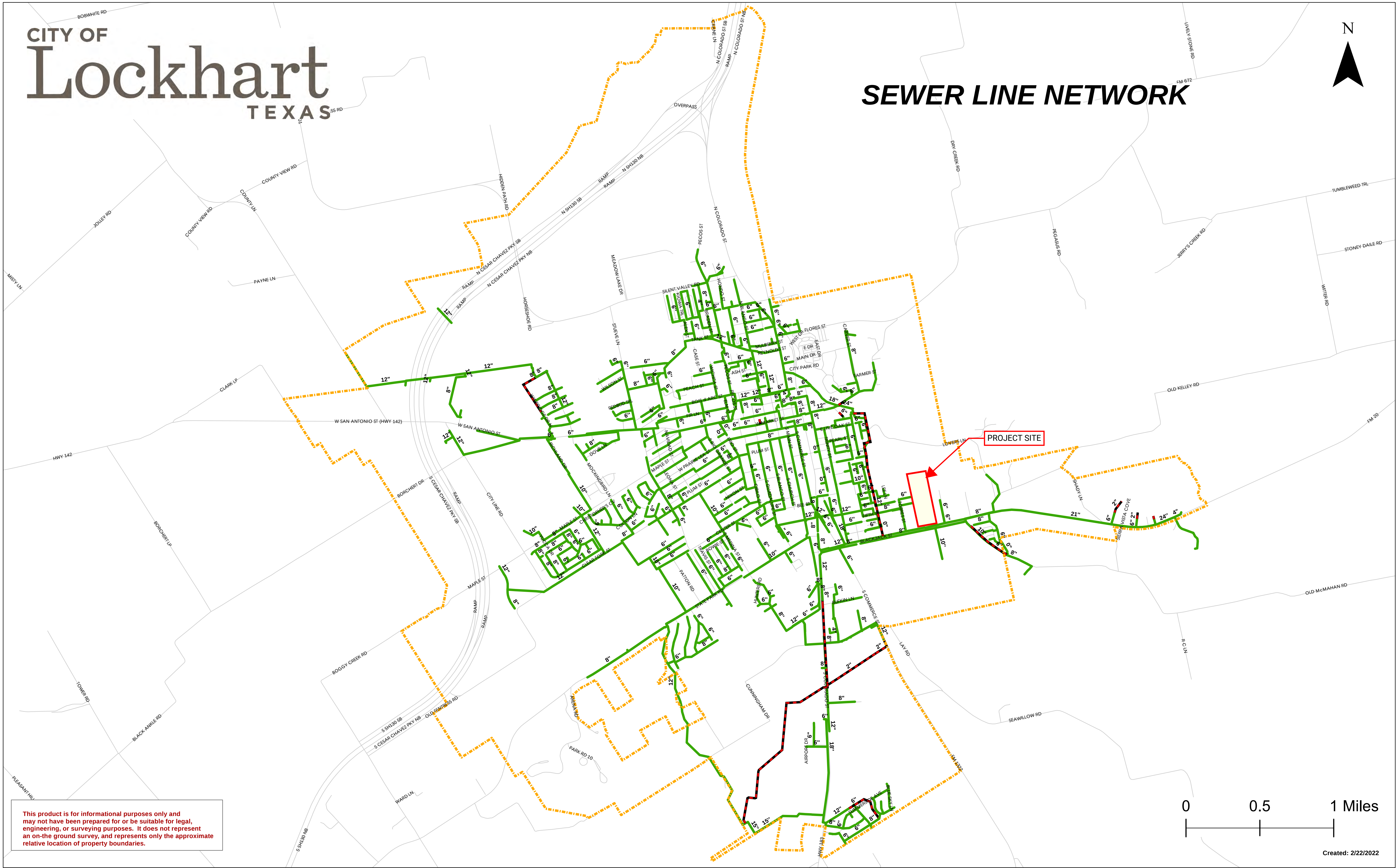
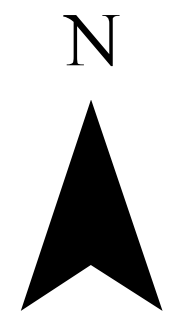


HINKLE
SURVEYORS

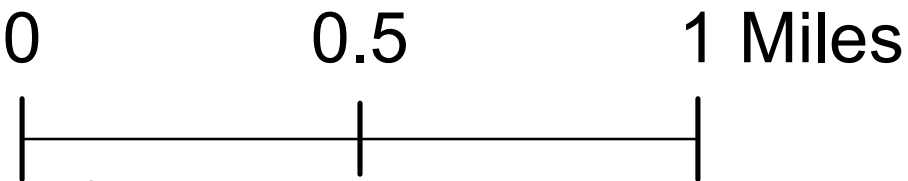
P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00

Exhibit 4 – City of Lockhart Water and Wastewater Map

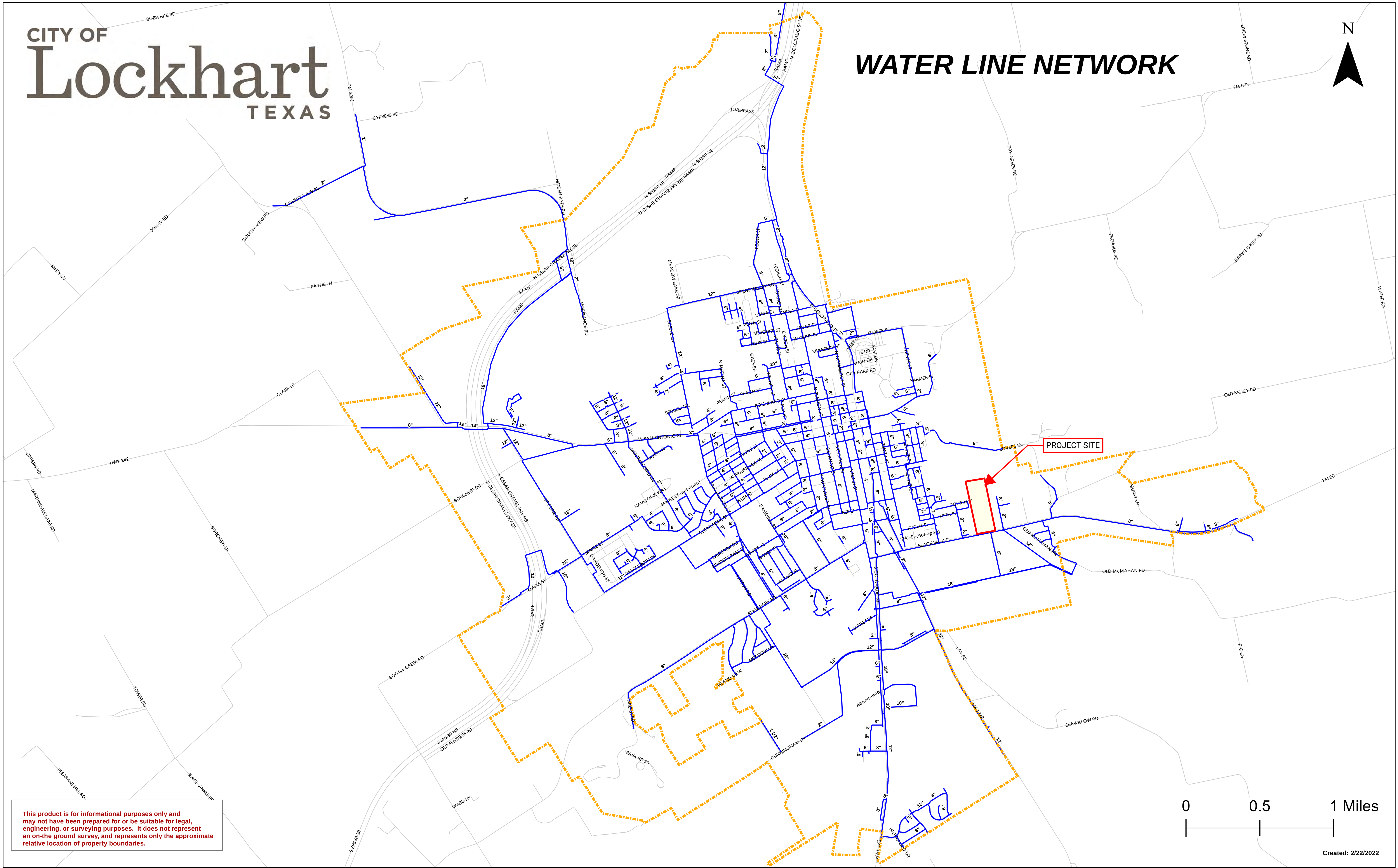
SEWER LINE NETWORK



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.



WATER LINE NETWORK



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

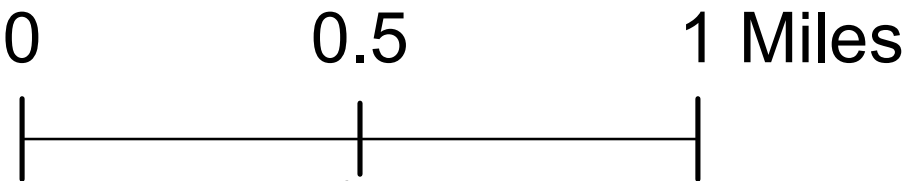
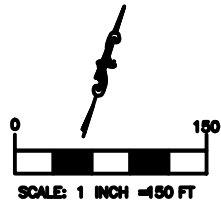
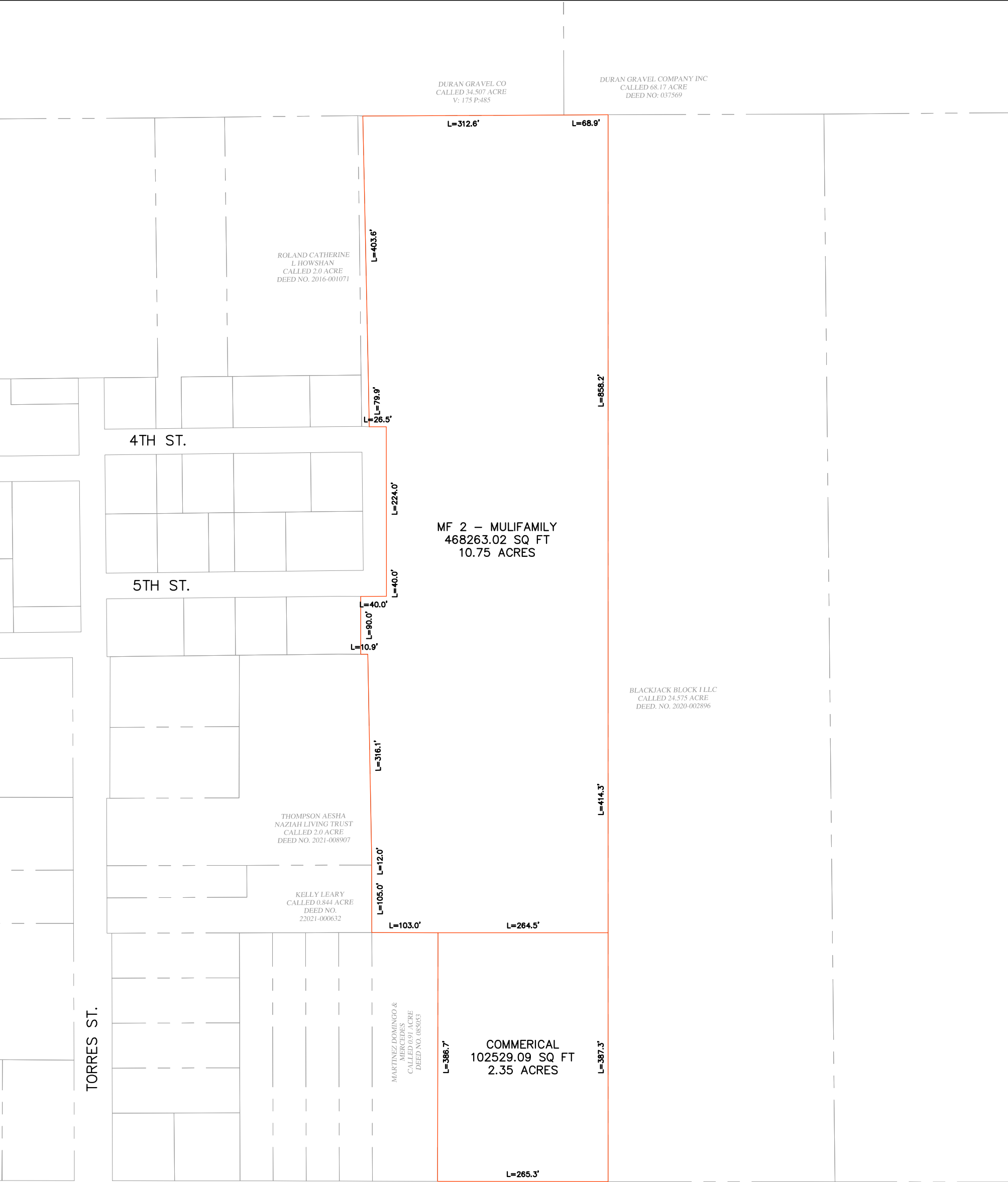


Exhibit 5 – Proposed Site Plan – 11x17

Z:\Shawn\Paradise\Paradise Engineers\Project\2022\04 - Blackjack Apartments\CAD\DWG\04-05-2023 08:50 - Blackjack Apartments.dwg, September 02, 2023, 3:52 PM, jshawn



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON SEPTEMBER 2 2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



FM-20 (BLACKJACK ST.)

E. MLK IND. BLVD

NOTES

1. PROPOSED EASEMENTS TO BE ADDED DURING FINAL DESIGN.

BLACKJACK APARTMENTS
CITY OF LOCKHART, TX
PROPOSED SUBDIVISION EXHIBIT



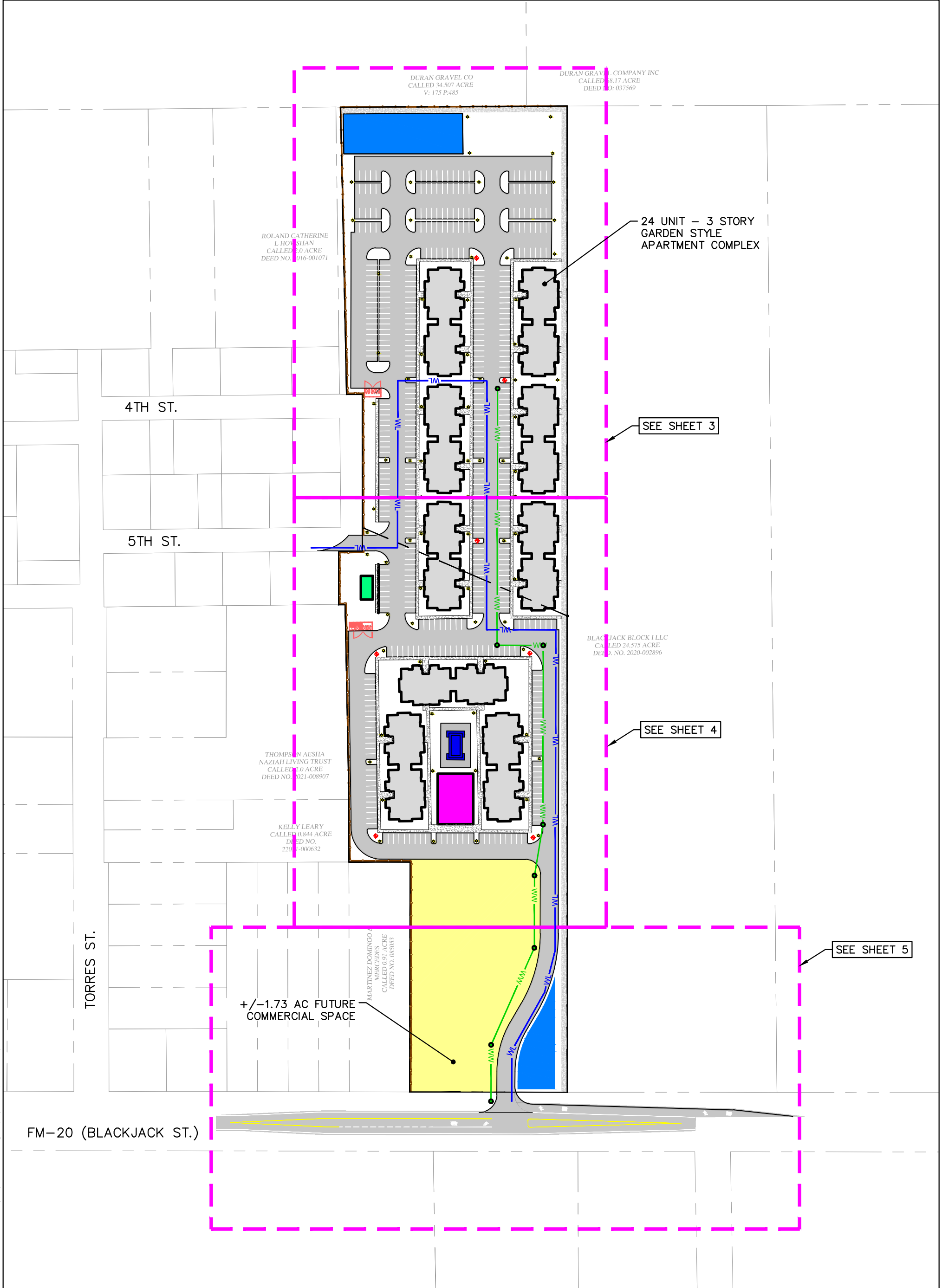
PARADISE ENGINEERS

WWW.PARADISE-ENGINEERS.COM

TBPE FIRM NO. F-23417

SHEET 1 OF 5

Z:\Shawn\Paradise\Paradise Engineers\Projects\2023\09-30 - Blackjack Apartments - SUP 2.dwg, SITE September 02, 2023, 3:49 PM, shna



SCALE: 1 INCH = 150 FT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON SEPTEMBER 2, 2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

- APARTMENT COMPLEX**
- TOTAL BLDGS: 9
 - TOTAL UNITS: 216
- PARKING**
- REQUIRED (2/UNIT + 1/4-UNITS) = 486 SPACES
 - PROVIDED= 490 SPACES

DRAWING LEGEND		
EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	ADJOINER PROPERTY LINE
---	---	FENCE LINE
---	---	WATERLINE
---	---	WASTEWATER LINE
---	---	WASTEWATER MANHOLE
---	---	FIRE HYDRANT
---	---	LIGHT POLE

BLACKJACK APARTMENTS
CITY OF LOCKHART, TX
PROPOSED OVERALL LAYOUT

PARADISE ENGINEERS

WWW.PARADISE-ENGINEERS.COM

TBPE FIRM NO. F-23417

SHEET 2 OF 5

ABOVE GROUND DETENTION
POND W/ STORM WATER PUMP
STATION

PARK AREA

PROPERTY LINE

PROPOSED 5' PRIVACY FENCE

PROPOSED ASPHALT ROAD

PROPOSED 10' PUBLIC SIDEWALK

PROPOSED 5' CONCRETE SIDEWALK

PROPOSED FIRE HYDRANTS (TYP.)

DUMPSTER PAD

PROPOSED PVC WATER LINE

24 UNIT - 3
STORY GARDEN
STYLE APARTMENT
COMPLEX

24 UNIT - 3
STORY GARDEN
STYLE APARTMENT
COMPLEX

24 UNIT - 3
STORY GARDEN
STYLE APARTMENT
COMPLEX

24 UNIT - 3
STORY GARDEN
STYLE APARTMENT
COMPLEX

PROPOSED PVC
WASTE WATER
LINE

DRAWING LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	ADJOINER PROPERTY LINE
---	---	FENCE LINE
---	---	WATERLINE
---	---	WASTEWATER LINE
---	---	WASTEWATER MANHOLE
---	---	FIRE HYDRANT
---	---	LIGHT POLE

BLACKJACK APARTMENTS
CITY OF LOCKHART, TX
PROPOSED LAYOUT ENLARGEMENT



PARADISE ENGINEERS

WWW.PARADISE-ENGINEERS.COM

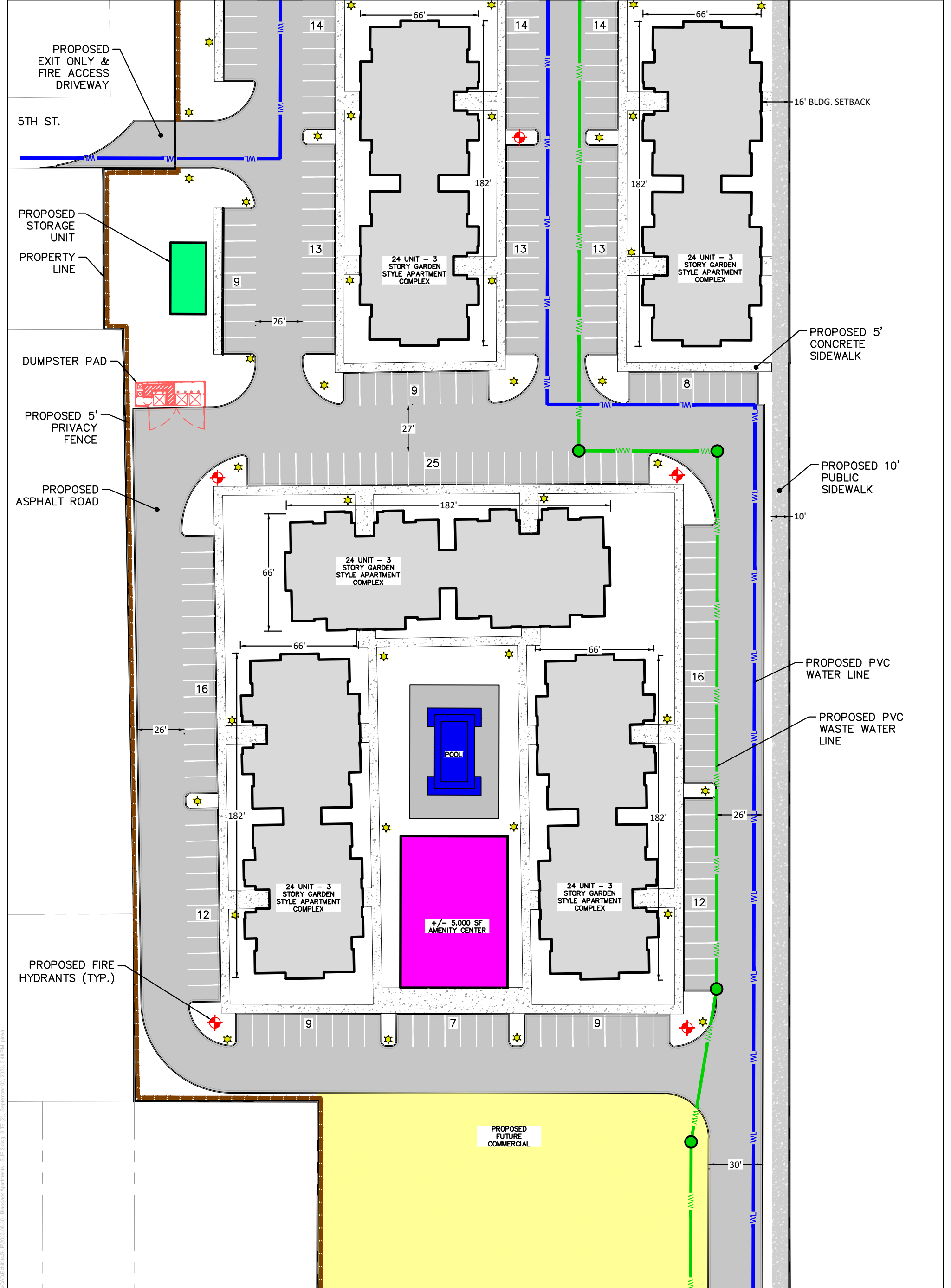
TBPE FIRM NO. F-23417

SHEET 3 OF 5

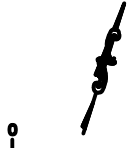


SCALE: 1 INCH = 50 FT

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THE PURPOSE OF INTERIM REVIEW,
MARK-UP, AND/OR DRAFTING
UNDER THE AUTHORITY OF
MAHMOUD SAM DEHAYBI, P.E.
#135725
ON SEPTEMBER 2, 2023.
IT IS NOT TO BE USED FOR
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PERMIT PURPOSES.



Z:\Shawn\Paradise\Paradise Engineers\Projects\2023\08-30 - Blackjack Apartments\DWG\02-2023-08-30 - Blackjack Apartments.dwg, SITE (2), September 02, 2023, 3:49 PM, jsh


SCALE: 1 INCH = 50 FT
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DRAWING LEGEND		
EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	ADJOINER PROPERTY LINE
---	---	FENCE LINE
---	WL	WATERLINE
---	WW	WASTEWATER LINE
	●	WASTEWATER MANHOLE
	⬮	FIRE HYDRANT
	★	LIGHT POLE

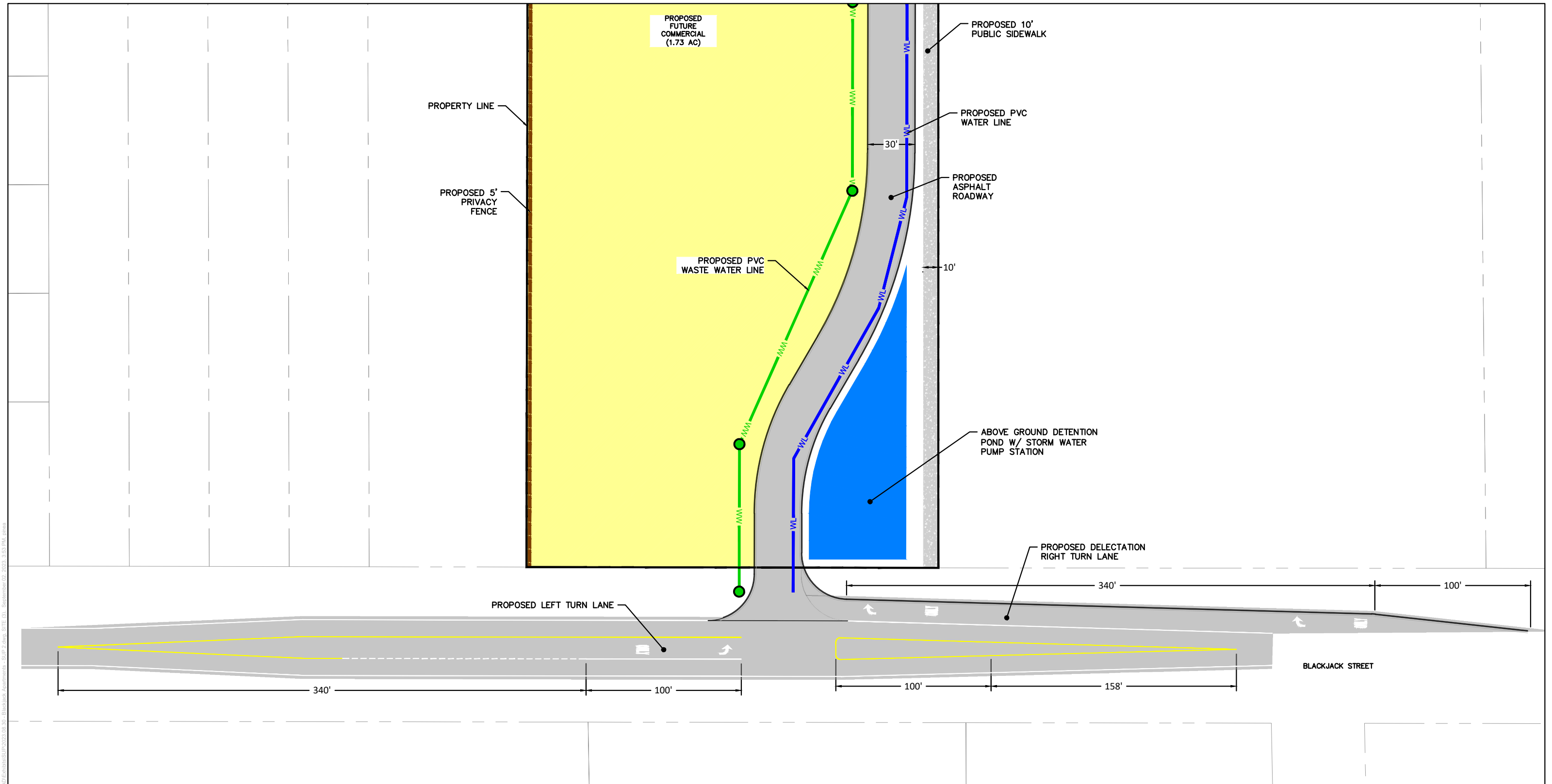
BLACKJACK APARTMENTS
CITY OF LOCKHART, TX
PROPOSED LAYOUT ENLARGEMENT

 **PARADISE ENGINEERS**

WWW.PARADISE-ENGINEERS.COM TBPE FIRM NO. F-23417

SHEET 4 OF 5

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SCALE: 1 INCH = 60 FT

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DRAWING LEGEND		
EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	ADJOINER PROPERTY LINE
---	---	FENCE LINE
---	---	WATERLINE
---	---	WASTEWATER LINE
---	---	WASTEWATER MANHOLE
---	---	FIRE HYDRANT
---	---	LIGHT POLE

BLACKJACK APARTMENTS
CITY OF LOCKHART, TX
PROPOSED LAYOUT ENLARGEMENT



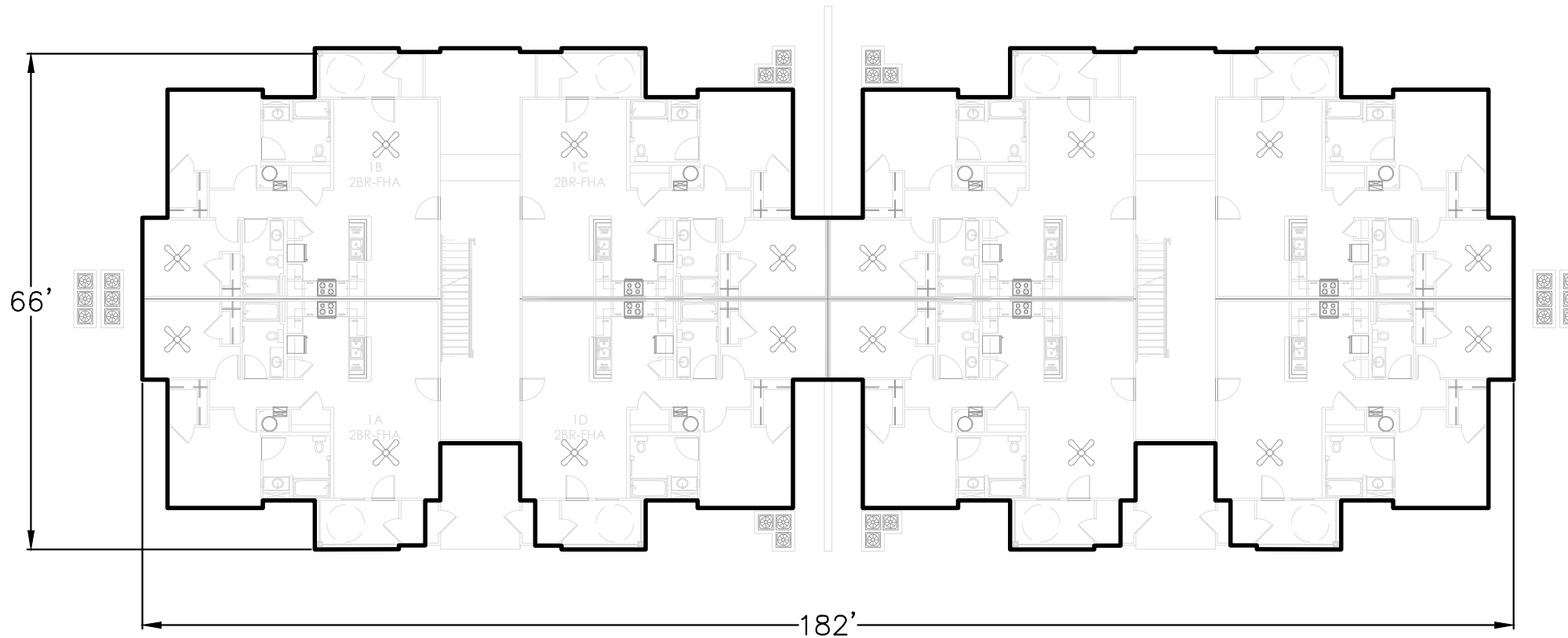
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TBPE FIRM NO. F-23417

SHEET 5 OF 5

Exhibit 6 – Preliminary Building Schematic



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#135725
ON SEPTEMBER 2 2023.
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.

NOTES

1. BUILDING SCHEMATIC SHOWN IS PRELIMINARY AND WILL BE UPDATED & MODIFIED DURING FINAL DESIGN.
2. THE BUILDING PLAN SHOWN IS AN EXAMPLE OF A 2 BEDROOM AND 2 BATHROOM FLOOR PLAN.

BLACKJACK APARTMENTS
CITY OF LOCKHART, TX
PROPOSED BLDG FLOOR PLAN



WWW.PARADISE-ENGINEERS.COM

TBPE FIRM NO. F-23417

SHEET 1 OF 1

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and/or action to consider Ordinance 2023-22 on a request by Lauren Siegel of The Judge's House, LLC, for removal of the Historic Landmark designation of a single-family residence and detached garage on Lot 1, Block 1, Arnette McDaniels Subdivision, located at 703 West San Antonio Street, and amending the Official Zoning Map and Historic Overlay Zoning Map supplement to the Official Zoning Map by removing the "HL" Historic Landmark zoning overlay classification, as provided in Lockhart Code of Ordinances, Chapter 64 "Zoning", Section 64-196(n), and in Chapter 28 "Historic Districts and Landmarks", Sections 28-5 and 28-6.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Kevin Waller

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The applicant proposes to remove the official City Historic Landmark "HL" designation of a single-family residence on the subject property, which also includes a detached garage in the rear yard. At the Historical Preservation Commission meeting held November 1, 2023, the Commission upheld Staff's recommendation of denial of the proposed landmark designation removal on a 5-1 vote. The subject property received Historic Landmark designation, along with 10 other properties, by City Council action at its September 18, 2018 public hearing, through a voluntary process in which the then-current property owners participated. The property is part of a larger tract that received the landmark designation, which was later subdivided in February 2022 that created the subject property and two other properties (including the original parcel).

The current owner purchased the subject property in June 2022, and received the Commission's approval for a Certificate for Alteration (Case # CFA-23-31) for various improvements to the residence and garage on October 4, 2023, with the exception of the painting of the historically unpainted brick exterior surface of the residence and garage. Subsequently, the owner submitted the current request to remove the historic landmark designation, which, if approved, would allow for the painting of the buildings referenced above and eliminate the requirement for a Certificate for Alteration and Commission review for any future improvements to or partial/full demolitions of the property. Although the owner has claimed to have no knowledge of the landmark status, a map and table identifying all landmark properties has been posted to the City's website since the time of their respective landmark designations. In addition, notice of the landmark status was published in the Lockhart Post-Register after the properties' designations were approved. However, the applicant has correctly stated that the property's historic designation was not recorded onto the deed records of the property, as is required in Section 28-6 of the Lockhart Code of Ordinances. The zoning map also did not show the boundaries of individual landmark properties at the time of the property being purchased. To correct this deficiency, the landmark properties were recently added to the City's official zoning map, and the City

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Secretary will record the landmark designation with the County Clerk for each affected property.

If the Council approves the removal of the historic landmark designation, both the Official Zoning Map and Historic Overlay Zoning Map will be amended to remove the subject property from this designation. Such an action would mean the property would no longer be subject to historic review for any construction, exterior appearance modification, or full or partial demolition of any structure on the site. Additionally, the property would no longer be eligible for the City's historic tax abatement program.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The removal of the landmark status will make the property ineligible for tax abatements for which the property is currently eligible.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: The Historical Preservation Commission voted 5-1 at its November 1, 2023 public hearing to recommend *DENIAL* of the request to remove the historic landmark designation..

STAFF RECOMMENDATION/REQUESTED MOTION: Denial of Ordinance 2023-22, proposing to remove 703 West Colorado Street from its status as a historic landmark.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-22 and Exhibits A, B, and C, Location Map, HL-23-01 Staff Report to City Council (Siegel), Application Form, Selected Materials Submitted by the Applicant, Historic Landmark Original Designation (2018)- 703 W. San Antonio St.

ORDINANCE 2023-22

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS AMENDING THE OFFICIAL ZONING MAP AND THE HISTORIC OVERLAY ZONING MAP AS A SUPPLEMENT TO THE OFFICIAL ZONING MAP, AS ESTABLISHED IN ARTICLE II, CHAPTER 64 "ZONING" OF THE LOCKHART CODE OF ORDINANCES; AND REMOVING A HISTORIC LANDMARK WITH THE "HL" ZONING CLASSIFICATION, AS PROVIDED IN SECTION 64-196(n), CHAPTER 64 "ZONING", AND IN SECTIONS 28-5 AND 28-6, CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS" OF THE LOCKHART CODE OF ORDINANCES, FOR THE PROPERTY ON LOT 1, BLOCK 1, ARNETTE MCDANIELS SUBDIVISION, LOCATED AT 703 WEST SAN ANTONIO STREET; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 18, 2018, the City Council adopted Ordinance 2018-21 creating the Historic Overlay Zoning Map as a supplement to the Official Zoning Map, and designating eleven properties with the "HL" Historic Landmark zoning classification, with one additional property added with the Landmark zoning classification and also added to the Overlay Map by City Council action on April 6, 2021 through Ordinance 2021-09; and,

WHEREAS, the owner of a currently designated Historic Landmark property has applied to remove the HL zoning classification; and,

WHEREAS, the owner of the subject property has indicated that she had no knowledge of the property's landmark status at the time the property was purchased in June 2022; and,

WHEREAS, the City published a map and table identifying all landmark properties to the City's website at the time of the original landmark designations for all affected properties, and notice of the landmark status was published in the Lockhart Post-Register after the properties' designations were approved; and,

WHEREAS, the Historical Preservation Commission reviewed and approved a Certificate for Alteration application (Case # CFA-23-31) on October 4, 2023 for all proposed project elements, with the exception of the painting of the currently unpainted brick exterior surface of the single-family residence and detached garage on the subject property; and,

WHEREAS, the owner's application for the removal of the historic landmark designation has been processed in accordance with Sections 28-5 and 28-6 of the Lockhart Code of Ordinances; and,

WHEREAS, the Lockhart Historical Preservation Commission held a public hearing on November 1, 2023, and voted 5-1 to recommend denial of the requested amendment to the Official Zoning Map and Historic Zoning Overlay Map that would remove the property at 703 West San Antonio Street as a historic landmark with the "HL" zoning classification; and,

WHEREAS, the City Council has held a public hearing and determined that removal of the historic landmark designation and “HL” zoning classification from the subject property serves a public purpose;

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

I. Exhibit A “Historic Overlay Zoning Map” be amended to remove the property consisting of Lot 1, Block 1, Arnette McDaniels Subdivision, located at 703 West San Antonio Street, from the historic landmark designation with the zoning classification of “HL” Historic Landmark, that the property be removed from the historic landmark list in Exhibit B, and that the property be removed from the historic landmark classification on the Official Zoning Map in Exhibit C.

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

III. 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.

IV. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

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

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

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

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

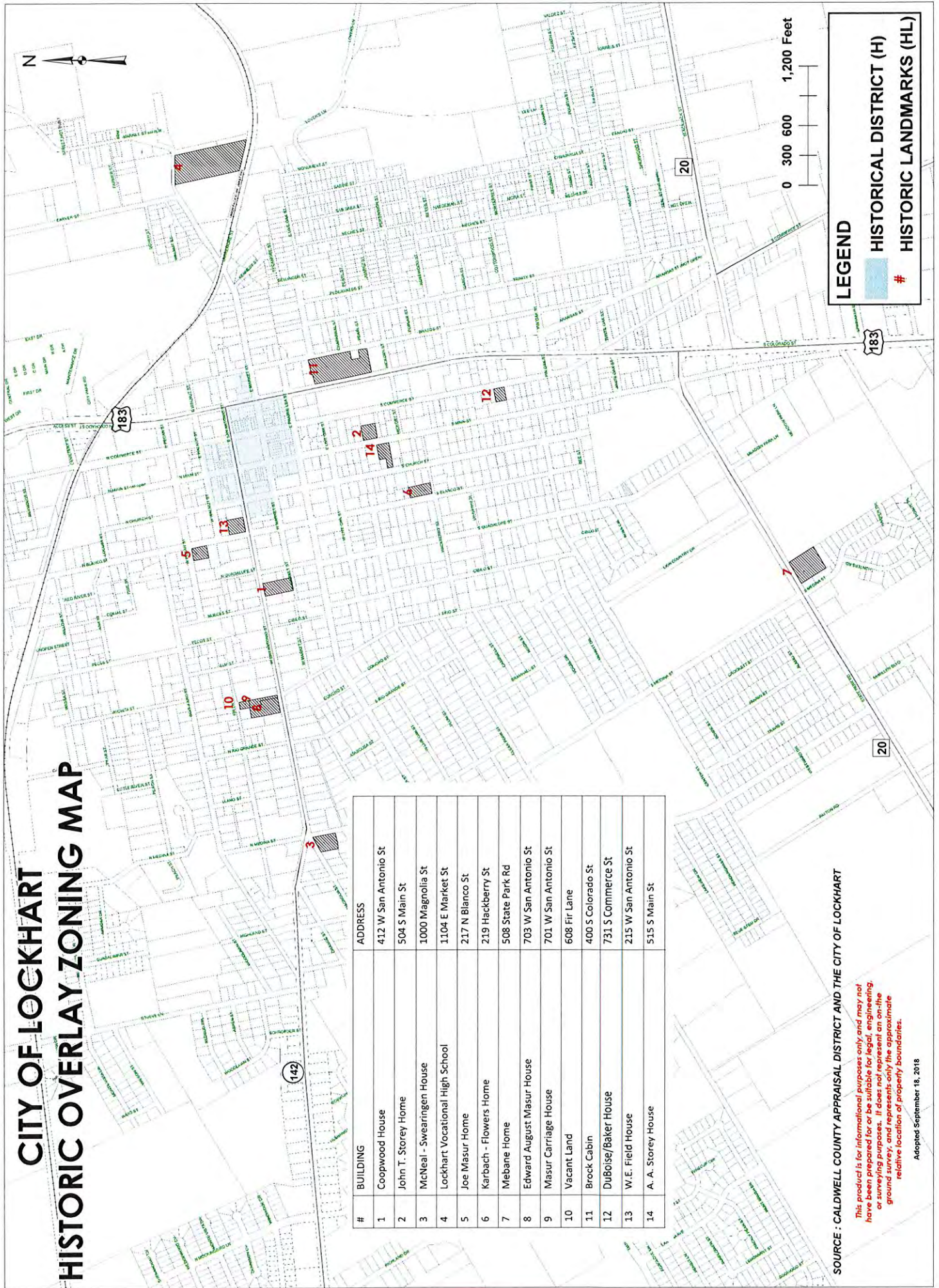
APPROVED AS TO FORM:

Julie Bowermon
Interim City Secretary

Monte Akers
City Attorney

EXHIBIT A

CITY OF LOCKHART HISTORIC OVERLAY ZONING MAP



#	BUILDING	ADDRESS
1	Coopwood House	412 W San Antonio St
2	John T. Storey Home	504 S Main St
3	McNeal - Swearingen House	1000 Magnolia St
4	Lockhart Vocational High School	1104 E Market St
5	Joe Masur Home	217 N Blanco St
6	Karbach - Flowers Home	219 Hackberry St
7	Mebane Home	508 State Park Rd
8	Edward August Masur House	703 W San Antonio St
9	Masur Carriage House	701 W San Antonio St
10	Vacant Land	608 Fir Lane
11	Brock Cabin	400 S Colorado St
12	DuBoise/Baker House	731 S Commerce St
13	W.E. Field House	215 W San Antonio St
14	A. A. Storey House	515 S Main St

SOURCE : CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

Adopted September 18, 2018

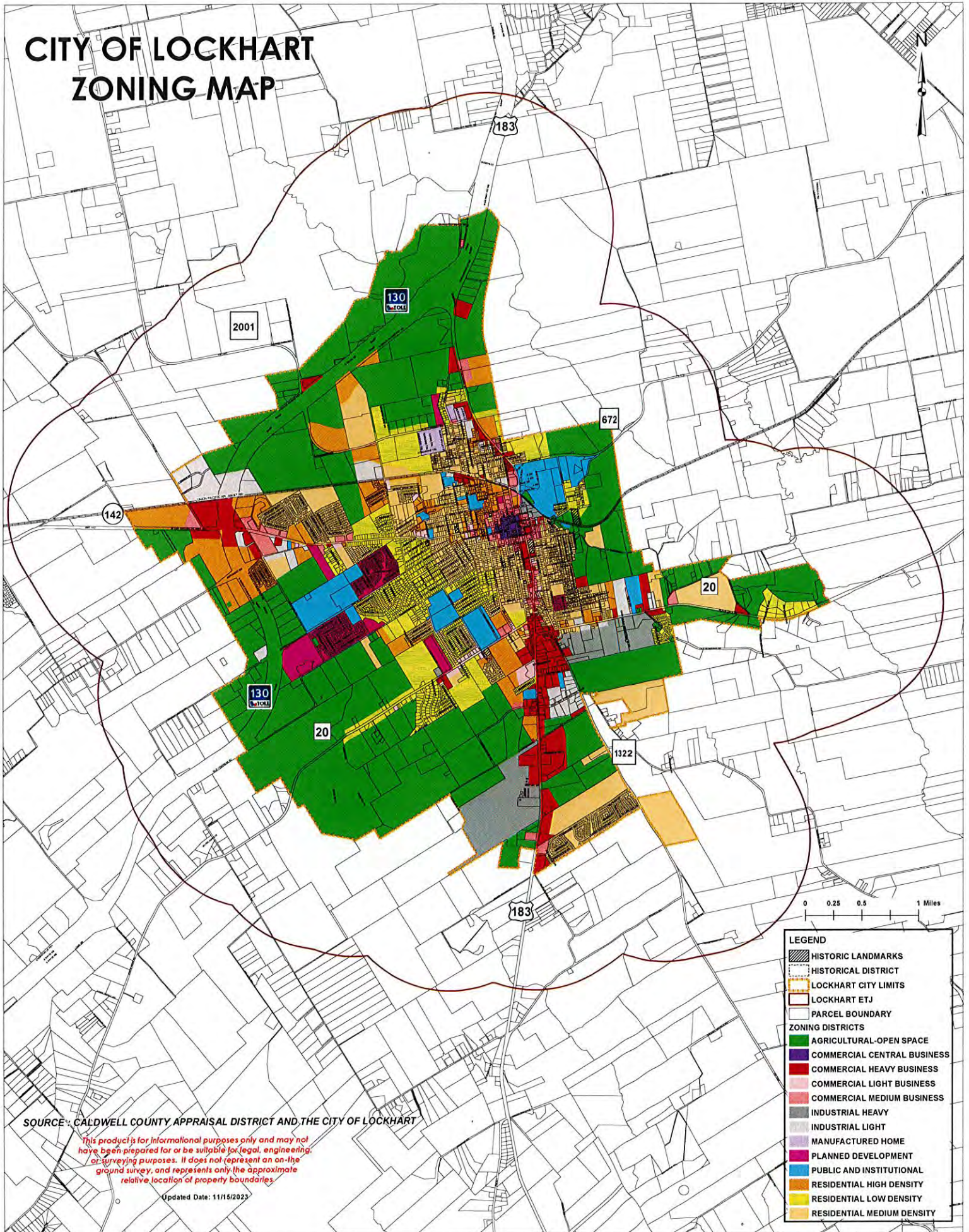
EXHIBIT B

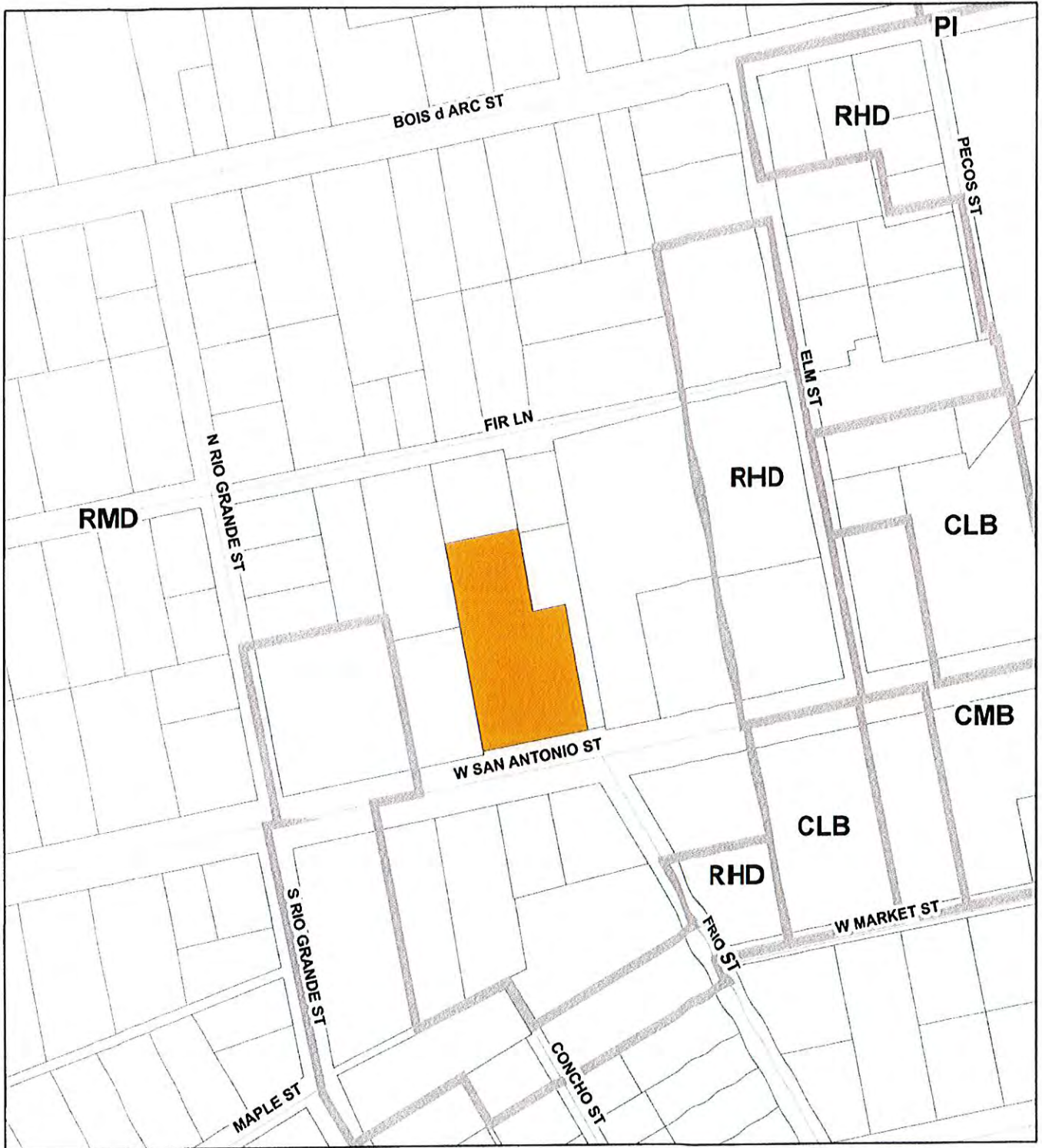
HISTORIC LANDMARKS

MAP KEY	BUILDING	ADDRESS	LEGAL DESCRIPTION	PROPERTY SIZE (UNPLATTED LOTS)	CURRENT OWNER(S)
1	Coopwood House	412 W. San Antonio St.	Part of Lot 3, Block 45, Original Town of Lockhart	0.89 Acre	Ronda Reagan
2	John T. Storey Home	504 S Main St.	Original Town of Lockhart	0.48 Acre	Russell and Margaret Riddle
3	McNeal - Swearingen House	1000 Magnolia St.	Lot 2-A, Block 2, Mrs. M.M. Blanks Addition	Platted	H. Coyle and Henry M. Buhler
4	Lockhart Vocational High School	1104 E. Market St.	Byrd Lockhart, A-17	2.9 Acres	Most Worshipful Prince Hall Grand Lodge, c/o Wilbur Curtis
5	Joe Masur House	217 N. Blanco St.	Part of Lot 4, Block 48, Original Town of Lockhart	0.47 Acre	Edward and Anita Strayer
6	Karbach - Flowers Home	219 Hackberry St.	Lots 19 and 20, Heppenstall Addition	Platted	Robert Hanna
7	Mebane Home	508 State Park Rd.	Francis Berry, A-2	1.726 Acres	Robert and Joan Anchondo
8	Edward August Masur House	703 W. San Antonio St.	Lot 1, Block 1, Arnette McDaniels Subdivision	Platted	The Judge's House, LLC, c/o Lauren Siegel
9	Masur Carriage House	701 W. San Antonio St.	Lot 2, Block 1, Arnette McDaniels Subdivision	Platted	Leonard Gabbay and Donna Daniels
10	Vacant Land	608 Fir Ln.	Lot 3, Block 1, Arnette McDaniels Subdivision	Platted	Leonard Gabbay and Donna Daniels
11	Brock Cabin	400 S. Colorado St.	Part of Blocks 5 and 8, Original Town of Lockhart	Unknown	City of Lockhart
12	DuBoise/Baker House	731 S. Commerce St.	Byrd Lockhart, A-17	0.4 Acre	Clare Brice
13	W. E. Field House	215 W. San Antonio St.	Lots 1 and 2, Block 21, Original Town of Lockhart	0.66 Acre	Bryan Cady
14	A. A. Storey House	515 S. Main St.	Lot 4 & Parts of Lots 3, 7, and 8, Heppenstall Addition	Platted	Arnold and Marcia Proctor

EXHIBIT C

CITY OF LOCKHART ZONING MAP





HL-23-01



Subject Property

703 W SAN ANTONIO ST

EDWARD AUGUST MASUR HOUSE

HISTORIC LANDMARK TO BE REMOVED

scale 1" = 200'

STAFF REPORT REMOVAL OF HISTORIC LANDMARK DESIGNATION

CASE SUMMARY

STAFF: Kevin Waller, Historical Preservation Officer / Senior Planner CASE NUMBER: HL-23-01
REPORT DATE: November 14, 2023
HISTORICAL PRESERVATION COMMISSION HEARING DATE: November 1, 2023
CITY COUNCIL HEARING DATE: NOVEMBER 21, 2023
APPLICANT'S REQUEST: Removal of a Historic Landmark designation
STAFF RECOMMENDATION: **Denial**
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: **Denial**

BACKGROUND DATA

APPLICANT AND OWNER: Lauren Siegel, The Judge's House, LLC
SITE LOCATION: 703 West San Antonio St.
LEGAL DESCRIPTION: Lot 1, Block 1, Arnette McDaniels Subdivision
EXISTING USE OF PROPERTY: Single-family residence
PROPOSED USE OF PROPERTY: Same
ZONING CLASSIFICATION: RMD (Residential Medium Density)

ANALYSIS OF ISSUES

DESCRIPTION OF PROPOSAL: The applicant proposes to remove the official City Historic Landmark "HL" designation of a single-family residence on the subject property, which also includes a detached garage in the rear yard. In the application, the applicant explains that she had no knowledge of the property's landmark status at the time the property was purchased, and now wishes to remove this designation. According to Section 28-6(f) through (j) of the Historic Districts and Landmarks Ordinance, the City Council must hold a public hearing when considering Historic Landmark applications following a recommendation from the Historical Preservation Commission, whether the application be to designate the property as a landmark or to remove the property from such designation. If the Council approves the removal of the historic landmark designation, both the Official Zoning Map and Historic Overlay Zoning Map will be amended to remove the subject property from this designation.

At the Historical Preservation Commission meeting held November 1, 2023, the Commission upheld Staff's recommendation of denial of the proposed landmark designation removal on a 5-1 vote. The Commission expressed that the historic features of this property should be preserved, and that the Commission should have the opportunity to review any proposed modifications to the single-family residence and detached garage.

BACKGROUND: The subject property received Historic Landmark designation, along with 10 other properties, by City Council action at its September 18, 2018 public hearing. The property is part of a larger tract that received the landmark designation, which was later subdivided in February 2022 that created the subject property and two other properties (including the original parcel). The current owner purchased the subject property in June 2022, and received the Commission's approval for a Certificate for Alteration (Case # CFA-23-31) for various improvements to the residence and garage on October 4, 2023, with the exception of the painting of the currently unpainted brick exterior surface of the residence and garage. Subsequently, the owner submitted the current request to remove the historic landmark

designation, which, if approved, would allow for the painting of the buildings referenced above and eliminate the requirement for a Certificate for Alteration and Commission review for any future improvements to the property. Although the owner has claimed to have no knowledge of the landmark status as noted above, a map and table identifying all landmark properties has been posted to the City's website since the time of their respective landmark designations. In addition, notice of the landmark status was published in the Lockhart Post-Register after the properties' designations were approved. However, the owner is correct in their complaint that the historic landmark status of the subject property was not recorded to the property's deed records. To correct this omission and to make sure current and future property owners will be aware of the status of landmark properties, the landmark properties were recently added to the City's official zoning map for further clarity (the Historic District is already shown), and the landmark designation will soon be added to the deed records for each affected property.

COMPATIBILITY: The submitted application is the first of its kind requesting to remove the subject property from a City Historic Landmark designation. If the proposed landmark designation is removed, any future improvements to the residence and detached garage may be out of character with the historic features attributed to these buildings. Removal of the property would reduce an already small inventory of historic landmark properties from 14 properties to 13, which seems to be counterproductive to the City's desire that historic properties be added to the list of landmarks for preservation, not deducted from the list. In addition, the removal of the property from such designation would also disqualify the property owner from applying for and potentially receiving a tax abatement, which is a major incentive to preserve the property's historic character and receive tax benefits at the same time. It should also be noted that without a landmark designation, the residence and detached garage could be demolished, however unlikely, the front porch could be removed, and the like. The table below represents the current inventory of City-designated historic landmark properties, with the subject property shown in italics:

Address	Name	Application Submitted By	Current Owner
1000 Magnolia St.	McNeal - Swearingen House	H. Coyle Buhler	Same
1104 E. Market St.*	Lockhart Vocational High School	Royal Feast Masonic Lodge 214	Most Worshipful Prince Hall Grand Lodge, c/o Wilbur Curtis
217 N. Blanco	Joe Masur House	Edward and Anita Strayer	Same
219 Hackberry*	Karbach-Flowers Home	Robert and Barbara J. Hanna	Same
508 State Park Rd.*	Mebane Home	Billy and Patsy R. Visage	Robert L. and Joan T. Anchondo
<i>703 W. San Antonio St.</i>	<i>Edward August Masur House</i>	<i>MJ and Kathy McCormick</i>	<i>The Judge's House, LLC, c/o Lauren Siegel</i>
701 W. San Antonio St.	Masur Carriage House	MJ and Kathy McCormick	Leonard Gabbay and Donna Daniels
608 Fir Ln.	Vacant Land	MJ and Kathy McCormick	Leonard Gabbay and Donna Daniels
400 S. Colorado	Brock Cabin	City of Lockhart	Same
731 S. Commerce St.	DuBoise/Baker House	Clare C. Brice	Same
412 W. San Antonio*	Coopwood House	Philip Von Kohl	Ronda Reagan
504 S. Main St.	John T. Storey Home	Margaret Riddle	Same
215 W. San Antonio St.	W.E. Field House	William Gold	Bryan Cady
515 S. Main St.	A. A. Storey House	Arnold G. Proctor Jr. & Marcia J. Proctor	Same

COMPLIANCE WITH STANDARDS: Removal of the property from a City Historic Landmark designation must follow the same review procedures as the application for a Historic Landmark designation, which includes a Public Hearing before both the Historical Preservation Commission and City Council (Section 28-6(j)).

ALTERNATIVES: Staff recommends **denial** of the application, and that the subject property be retained as a historic landmark as an alternative to the proposed removal of landmark designation for the reasons given above.

* *Recorded Texas Historic Landmark*



HISTORIC LANDMARK APPLICATION

APPLICATION TO REMOVE A LANDMARK
FROM LANDMARK DESIGNATION

Lockhart
TEXAS

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

APPLICANT / PROPERTY OWNER

NAME: LAUREN SIEGEL

ADDRESS: 84 Chalmers Ave

DAY-TIME TELEPHONE: 818-521-9796

Austin TX 78702

E-MAIL: Lauren@bangersaustin.com

PROPERTY

ADDRESS OR GENERAL LOCATION: 703 W. San Antonio Street

LEGAL DESCRIPTION (IF PLATTED): Lot 1, Block 1, Arnette McDaniels Subdivision

HISTORICAL NAME (IF KNOWN): Edward August Masop House

EXISTING USE OF BUILDING(S): Residential Home

HISTORICAL SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): Unknown

DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1907 (we think?)

STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): No state or National Designation

PROPERTY OWNER AUTHORIZATION

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.

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO REQUEST HISTORIC LANDMARK DESIGNATION ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER.

SIGNATURE OF PROPERTY OWNER: [Signature]

PRINTED NAME: Lauren Siegel

DATE: 10/10/23

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. A WRITTEN STATEMENT DESCRIBING THE HISTORIC SIGNIFICANCE OF THE PROPERTY, INCLUDING NAMES AND DATES FOR SIGNIFICANT PEOPLE ASSOCIATED WITH THE PROPERTY (BUILDERS, ARCHITECTS, PREVIOUS OWNERS, ETC.) PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
2. A WRITTEN ARCHITECTURAL DESCRIPTION OF THE BUILDING(S) TO BE DESIGNATED, INCLUDING ARCHITECTURAL STYLE(S), FEATURE(S), ETC. PLEASE INCLUDE ANY INFORMATION REGARDING MAJOR ALTERATIONS OR ADDITIONS TO THE PROPERTY THAT HAVE HAPPENED OVER TIME. PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
3. LOCATION MAP OF THE PROPERTY.
4. CURRENT COLOR PHOTOGRAPHS OF ALL FOUR SIDES OF THE PROPERTY.
5. ANY RELEVANT DOCUMENTATION REGARDING THE HISTORY OF THE PROPERTY (HISTORIC PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, SECONDARY SOURCES, ETC.)
6. **APPLICATION FEE OF \$50.00**, PAYABLE TO THE CITY OF LOCKHART.

OFFICE USE ONLY

CASE NUMBER: HL- 23 - 01 ACCEPTED BY: Kevin Waller
DATE SUBMITTED: 10/10/23 RECEIPT NUMBER: R01253551
HISTORICAL PRESERVATION COMMISSION MEETING DATE: 11/1/23
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: Denial (5-1 vote)
CITY COUNCIL MEETING DATE: 11/21/23
CITY COUNCIL DECISION: _____ VOTE: _____

This application is to rescind a current Historical Designation with the City of Lockhart.

We purchased 703 W. San Antonio Street in 2022 from Len and Donna Gabbay with no knowledge of it being designated a Historical Landmark. They purchased it in 2020 from Michael and Kathy McCormick. Not only were we not informed, but we specifically inquired about potential Historical Designation in the purchase process, and in the sellers' disclosure it was *specifically* called out as *not* being a Historic Designated Landmark. Further, in our title and deed search, there was no evidence of it being a registered Historical Landmark.

Upon learning of its designation, we reached out to Kathy McCormick who confirmed that she voluntarily submitted 703 W. San Antonio Street to be designated a City of Lockhart Historical Landmark, with the understanding that it could be reversed at any time.

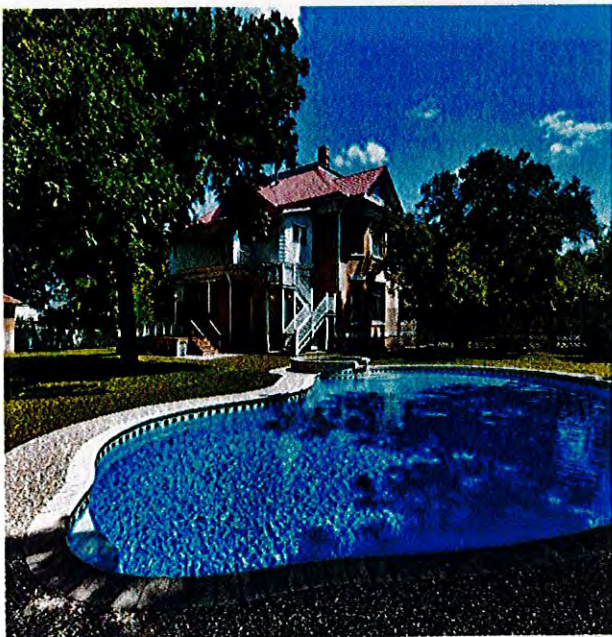
This was further confirmed at a hearing with the Lockhart Historic Commission on October 4th, 2023 where they said we would be able to rescind the designation should we so choose.

For a written description of the historic and architectural significance of the house, please see Kathy McCormick's application submittal from 2018/ 2019. But we are not sure it's applicable to this request.

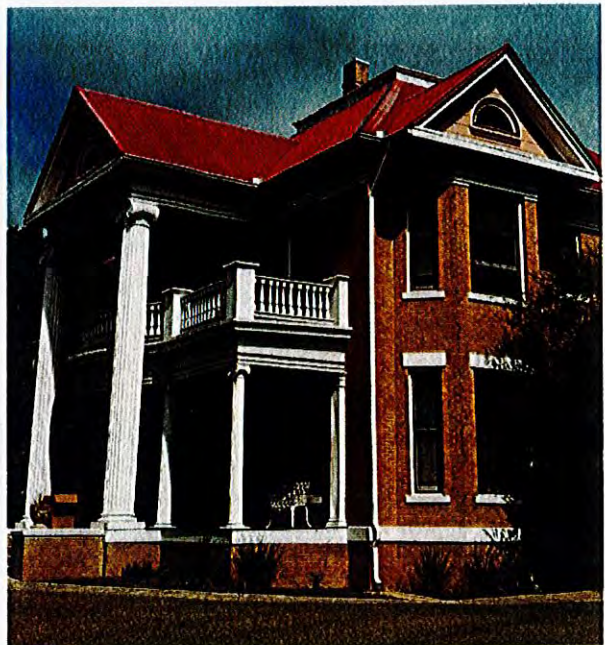
FRONT



WEST SIDE



EAST SIDE



BACK OF HOUSE - PRE CONSTRUCTION



BACK OF HOUSE - CURRENTLY/ MID CONSTRUCTION







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

September 26, 2018

Michael and Kathleen McCormick
703 W. San Antonio St.
Lockhart, TX 78644

Dear Mr. and Mrs. McCormick:

On September 18, 2018, the Lockhart City Council unanimously APPROVED (6-0) the Historic Landmark Application (HL-18-09) for your property located at 703 West San Antonio Street. The Edward August Masur House and Masur Carriage House have the distinction of being included among the first group of local Historic Landmarks within the City of Lockhart and are identified on the newly-adopted Historic Overlay Zoning Map. Both the Lockhart Historical Preservation Commission and City Council would like to thank you for choosing to protect and preserve your property's historic qualities for current and future generations.

With a Historic Landmark designation, any improvements made to the exterior of your property, or structural changes to the interior, will require either approval of a Certificate for Alteration Application by the Historical Preservation Commission, or a Pre-Approved Application issued by Planning Staff for improvements meeting specific guidelines. Ordinary maintenance, however, is not subject to these provisions. Please note that the property's Historic Landmark designation also applies to future owners of the property.

For a detailed explanation of these terms, or if you have other questions, please contact me by phone at (512) 398-3461, Ext. 240, or by email at kwaller@lockhart-tx.org. Thank you again for your commitment to preserve Lockhart's past for the benefit of all!

Sincerely,

Kevin Waller
Historical Preservation Officer
Assistant City Planner

Cc: Dan Gibson, City Planner
Shane Mondin, Building Official



ORDINANCE 2018-21

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ADOPTING THE HISTORIC ZONING OVERLAY MAP AS A SUPPLEMENT TO THE OFFICAL ZONING MAP, AS ESTABLISHED IN ARTICLE II, CHAPTER 64 "ZONING" OF THE LOCKHART CODE OF ORDINANCES; AND DESIGNATING HISTORIC LANDMARKS WITH THE "HL" ZONING CLASSIFICATION, AS PROVIDED IN SECTION 64-196(n), CHAPTER 64 "ZONING", AND IN SECTION 28-6, CHAPTER 28 "HISTORIC DISTRICTS AND LANDMARKS" OF THE LOCKHART CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, various buildings and residences in Lockhart were identified as potential historic landmarks, and a list was compiled in 1996 for adoption of the "HL" historic landmark overlay zoning classification where the owners of properties on the list consented to such designations; and,

WHEREAS, no evidence exists that the proposed "HL" zoning designations were actually adopted by ordinance as required; and,

WHEREAS, in the years since 1996, the ownership and/or owners' consent for some properties to be designated as "HL" has changed, and additional properties have been considered; and,

WHEREAS, a total of eleven eligible properties that are not already regulated within the Courthouse Square Historic District are now ready for the "HL" historic landmark overlay zoning classification; and,

WHEREAS, for effective mapping of the "HL" historic landmark overlay zoning classifications, a supplement to the official zoning map has been created to show only historic districts and landmarks; and,

WHEREAS, the Lockhart Historical Preservation Commission held a public hearing on September 5, 2018, and voted unanimously to recommend adoption of the Historic Zoning Overlay Map as a supplement to the Official Zoning Map, and designation of historic landmarks with the "HL" zoning classification; and,

WHEREAS, the City Council has held a public hearing and determined that such action serves a public purpose;

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

- I. Exhibit A "Historic Overlay Zoning Map" be adopted as a supplement to the Official Zoning Map.
- II. Exhibit B "Historic Landmarks" be adopted designating eleven properties as historic landmarks with the zoning classification of "HL".

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

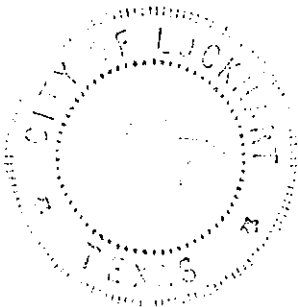
IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

V. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

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

VII. Effective Date. That this ordinance shall become effective and be in full force ten days from the date of its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 18th DAY OF SEPTEMBER, 2018.



ATTEST:

Connie Constancio
Connie A. Constancio, TRMC
City Secretary

CITY OF LOCKHART

Lew White
Lew White
Mayor

APPROVED AS TO FORM:

Peter Gruning
Peter Gruning
City Attorney

EXHIBIT A

CITY OF LOCKHART

HISTORIC OVERLAY ZONING MAP

#	BUILDING	ADDRESS
1	Coopwood House	412 W San Antonio St
2	John T. Storey Home	504 S Main St
3	McNeal - Swearingen House	1000 Magnolia St
4	Lockhart Vocational High School	1104 E Market St
5	Joe Masur Home	217 N Blanco St
6	Kalbach - Flower's Home	219 Hackberry St
7	Medarne Home	508 State Park Rd
8	Edward August Masur House and Masur Carriage House	705 W San Antonio St
9	Brock Cabin	400 S Colorado St
10	DuBois/Baker House	731 S Commerce St
11	W.E. Field House	215 W San Antonio St

LEGEND

HISTORICAL DISTRICT (H)

HISTORIC LANDMARKS (HL)

SOURCE: CALDWELL COUNTY APPRAISAL DISTRICT AND THE CITY OF LOCKHART

This product is for informational purposes only and may not have been prepared for or be subject to the legal requirements of any jurisdiction. It is not intended to be used for any purpose other than the relative location of property boundaries.

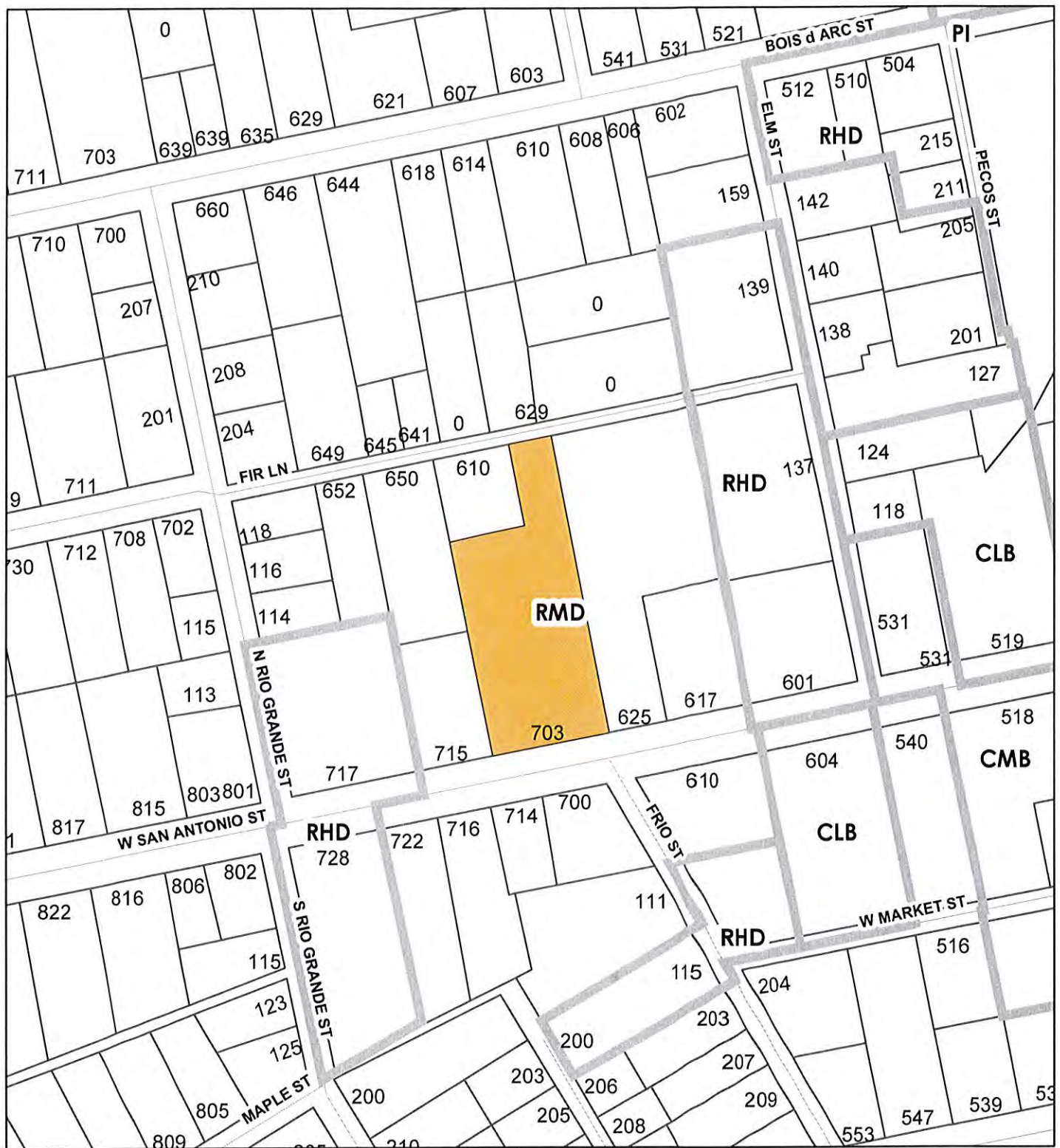
Updated Date: 8/13/2015

EXHIBIT B

HISTORIC LANDMARKS

MAP KEY	BUILDING	ADDRESS	LEGAL DESCRIPTION	PROPERTY SIZE (UNPLATTED LOTS)	CURRENT OWNER(S)
1	Coopwood House	412 W. San Antonio St.	Part of Lot 3, Block 45, Original Town of Lockhart	0.89 Acre	Ronda Reagan
2	John T. Storey Home	504 S Main St.	Original Town of Lockhart	0.48 Acre	Russell and Margaret Riddle
3	McNeal - Swearingen House	1000 Magnolia St.	Lot 2-A, Block 2, Mrs. M.M. Blanks Addition	Platted	H. Coyle and Henry M. Buhler
4	Lockhart Vocational High School	1104 E. Market St	Byrd Lockhart, A-17	2.9 Acres	Most Worshipful Prince Hall Grand Lodge Free and Accepted Masons of Texas and Jurisdictions, c/o Tracy C. Bittle
5	Joe Masur House	217 N. Blanco St.	Part of Lot 4, Block 48, Original Town of Lockhart	0.47 Acre	Edward and Anita Strayer
6	Karbach - Flowers Home	219 Hackberry St.	Lots 19 and 20, Heppenstall Addition	Platted	Robert Hanna
7	Mebane Home	508 State Park Rd.	Francis Berry, A-2	1.726 Acres	Robert and Joan Anchondo
8	Edward August Masur House and Masur Carriage House	703 W. San Antonio St.	Part of Lot 1, Block 48, Original Town of Lockhart	1.45 Acres	Confidential
9	Brock Cabin	400 S. Colorado St.	Part of Blocks 5 and 8, Original Town of Lockhart	Unknown	City of Lockhart
10	DuBoise/Baker House	731 S. Commerce St.	Byrd Lockhart, A-17	0.4 Acre	Clare Brice
11	W. E. Field House	215 W. San Antonio St.	Lots 1 and 2, Block 21, Original Town of Lockhart	0.66 Acre	William Gold

Ord 2018-21



HL-18-09

703 W SAN ANTONIO ST

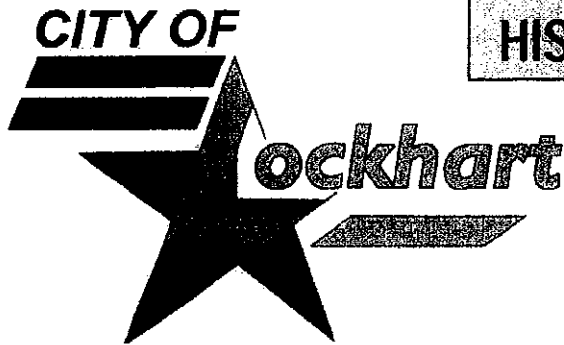
EDWARD AUGUST MASUR HOUSE
AND MASUR CARRIAGE HOUSE

HISTORIC LANDMARK



Subject Property

scale 1" = 200'



HISTORIC LANDMARK APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: Michael J. and Kathleen K. McCormick

ADDRESS: 703 W. San Antonio St.

DAY-TIME TELEPHONE: (512) 626-1637

Lockhart, TX 78644

E-MAIL: kkm@austin.rr.com

PROPERTY

ADDRESS OR GENERAL LOCATION: 703 W. San Antonio St., Lockhart, TX (main house), 701 W. San Antonio St. (Carriage House)

LEGAL DESCRIPTION (IF PLATTED): _____

HISTORICAL NAME (IF KNOWN): Edward A. Masur house / Masur Carriage House

EXISTING USE OF BUILDING(S): residence

HISTORIC SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): _____

DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1907

STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): _____

PROPERTY OWNER AUTHORIZATION

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.

IF THE APPLICATION IS NOT SUBMITTED BY THE PROPERTY OWNER OF RECORD, A LETTER AUTHORIZING THE APPLICANT TO REQUEST HISTORIC LANDMARK DESIGNATION ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER.

SIGNATURE OF PROPERTY OWNER: Kathleen K. McCormick

PRINTED NAME: Kathleen K. McCormick

DATE: 12/10/2015

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. A WRITTEN STATEMENT DESCRIBING THE HISTORIC SIGNIFICANCE OF THE PROPERTY, INCLUDING NAMES AND DATES FOR SIGNIFICANT PEOPLE ASSOCIATED WITH THE PROPERTY (BUILDERS, ARCHITECTS, PREVIOUS OWNERS, ETC.). PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
2. A WRITTEN ARCHITECTURAL DESCRIPTION OF THE BUILDING(S) TO BE DESIGNATED, INCLUDING ARCHITECTURAL STYLE(S), FEATURE(S), ETC. PLEASE INCLUDE ANY INFORMATION REGARDING MAJOR ALTERATIONS OR ADDITIONS TO THE PROPERTY THAT HAVE HAPPENED OVER TIME. PLEASE PROVIDE REFERENCES AND SOURCES FOR ANY RESEARCH PROVIDED.
3. LOCATION MAP OF THE PROPERTY.
4. CURRENT COLOR PHOTOGRAPHS OF ALL FOUR SIDES OF THE PROPERTY.
5. ANY RELEVANT DOCUMENTATION YOU HAVE REGARDING THE HISTORY OF THE PROPERTY (HISTORIC PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, SECONDARY SOURCES, ETC.).

OFFICE USE ONLY

CASE NUMBER: HL- 18 - 09 DATE SUBMITTED: 12/10/15
ACCEPTED BY: Planning Dept. Staff
HISTORIC PRESERVATION COMMISSION MEETING DATE: 9/5/18
CITY COUNCIL MEETING DATE: 9/18/18
HISTORIC PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)
CITY COUNCIL DECISION: Approval VOTE: 6-0

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: JAN 31, 1996 Application / Designation No. HL-18-09
 Property Street Address: 703 W San Antonio St.
 Correct Historical Name Of Property: Edward August Masur Home

Legal Owner: M.J. & Kathy McCormick Occupant Of Property: SAME
 Mailing Address: P.O. Box 937 Mailing Address SAME
LOCKHART, TX 78644
 Telephone 512/398-6292 Telephone SAME
 Property Legal Description 0.68 Acres Bynd Zoning R-MD Current Use RESIDENCE
LOCKHART & F. Gary Survey. ABS. 17+2
 Approximate Age Of Structure 88y. Date Of Original Construction 1907 Dates Any Structures Were Moved N/A
 List Any Historical Designations Or Certifications Previously Awarded This Property: _____

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

EDWARD A. MASUR HOUSE - 703 W. San Antonio

The Edward A. Masur house, built in 1907, was one of the first structural brick homes in Lockhart. The Greek Revival house was in the Edward Masur family until 1977. Mr. Masur came to Texas with his family from Germany in 1873. At fourteen Edward joined his father and brothers, Joseph and Henry, in the furniture and hardware business. Other business interests included the Carter Hotel, farming and cotton ginning. During the cotton boom, he operated one of the seventeen gins in Lockhart. It was located on property behind the home site. Part of the structure still stands on Fir Street. The white carriage house east of the house was converted to a home for his daughter, Alma, when she married in the late 1930's. In 1977 Claudia G. Moore purchased the home which continued to be used as apartments since the 1940's. The McCormick's purchased the home in 1983 and converted it back to a single residence.

Location Map ☒ Photos/Sketch Of Significant Structures: ☒ Photos/Sketch Of Property Site ☐ Print Documentation ☐

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: Michael McCormick Date: 1-24-96
 (Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996
 Approved: Historical Preservation Commission: [Signature] Date: 1-31-96
6-0-1) Approved: Lockhart City Council: 6-0 Vote Date: 9/18/18

Edward A. Masur House—703 West San Antonio Street, Lockhart

1.

The Edward A. Masur house at 703 West San Antonio Street, Lockhart, Texas was built in 1907. The legal property description is "0.68 acres Byrd Lockhart & F. Berry Survey. Abstract 17 & 2.

It was one of the first structural brick homes in Lockhart. Mr. Masur came to Texas with his family from Germany in 1873. At fourteen Edward joined his father and brothers, Joseph and Henry, in the furniture and hardware business. Other business interests included the Carter Hotel, farming and cotton ginning.

The home remained in the Masur family until it was sold to Claudia G. Moore in 1977. Michael and Kathleen McCormick purchased it in 1983.

2.

The house is Late Greek Revival Style.

The second floor was converted into two apartments for soldiers assigned to Gary Air Force Base near San Marcos, Texas. The upper back porch was enclosed at that time. When the McCormick's purchased the home, they converted the home back to a single residence.

APPLICATION FOR LOCKHART HISTORIC LANDMARK DESIGNATION

Application Receipt Date: JAN 31 1996 Application / Designation No. HL-18-09
 Property Street Address: 701 W. SAN ANTONIO ST.
 Correct Historical Name Of Property: E. A. MASUR Carriage House

Legal Owner: MJ & KATHY Mc Cormick Occupant Of Property: SAME
 Mailing Address: P.O. Box 937 Mailing Address SAME
LOCKHART, TX 78644
 Telephone 512/398-6292 Telephone SAME
 Property Legal Description LT. 1, BLK 48, part (BERRY SURVEY) Zoning R-MD Current Use Residence
 Approximate Age Of Structure 88 yrs Date Of Original Construction 1907 Dates Any Structures Were Moved _____
 List Any Historical Designations Or Certifications Previously Awarded This Property: _____

Describe The Historical Significance Of The Property, Structures, People, Or Events Which May Qualify This Property For A Lockhart Historic Landmark Designation. Include Names, Dates And Descriptions Of Known Builder, Prior Ownerships, Major Remodeling And Changes In The Property. (Attach Additional Pages And Documentation, If Needed)

The East Side of the structure was built contemporaneous with the residence at 703 W. SAN ANTONIO and served as the carriage house. The upper windows demonstrate the classic signs of a carriage house. When E.A. Masur's daughter married in the 1930's, the west side of the residence was added, the carriage house was enclosed, and the house was occupied by the Smith Family (ALMA MASUR) until it was purchased in 1985 by MIKE & KATHY Mc Cormick.

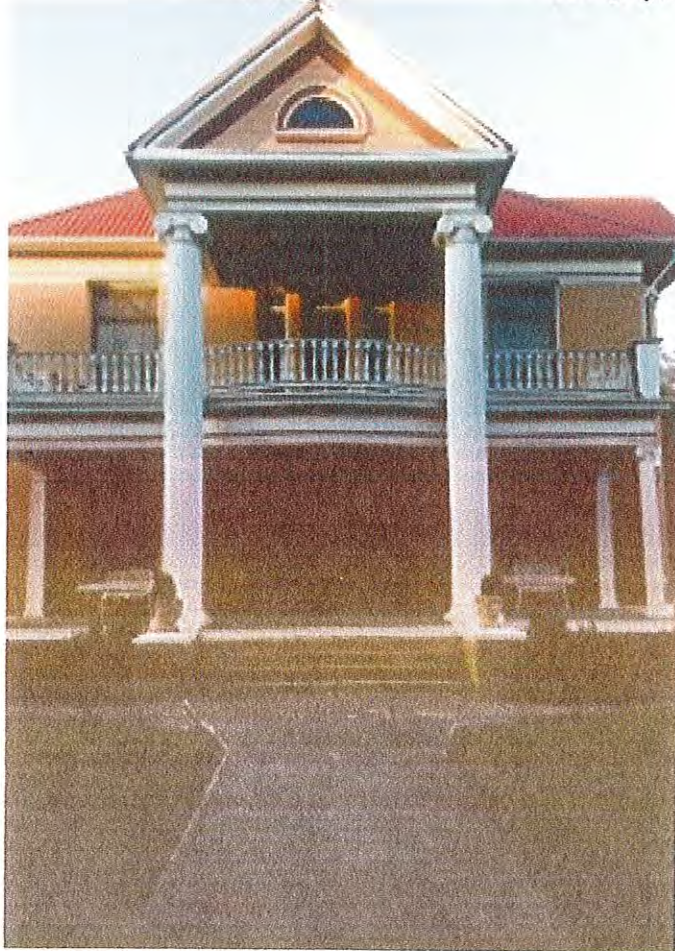
Location Map ☒ Photos/Sketch Of Significant Structures: ☒ Photos/Sketch Of Property Site ☐ Print Documentation ☐

On this day, I do solemnly swear that the statements above, and attached, concerning the above described property are true and that I am the owner, or am authorized by the owner to act as an agent, of said property in procuring the certification requested.

Applicant's Signature: Michael Mc Cormick Date: 1/24/96
 (Note: The Applicant must be the legal owner of the property unless acting as the legal agent for the legal owner. Attach documentation which clearly shows legal ownership, and identification of any agent of the owner, by Name, Address and Telephone Number and the agency authority granted by the Owner.)

Reviewed: Historical Preservation Officer: [Signature] Date: JAN 31, 1996
 Approved: Historical Preservation Commission: [Signature] Date: 1-31-96
6-0-17 6-0 Vote Date: 8/15/18 (5-0)
 Approved: Lockhart City Council: _____ Date: 9/18/18

Front



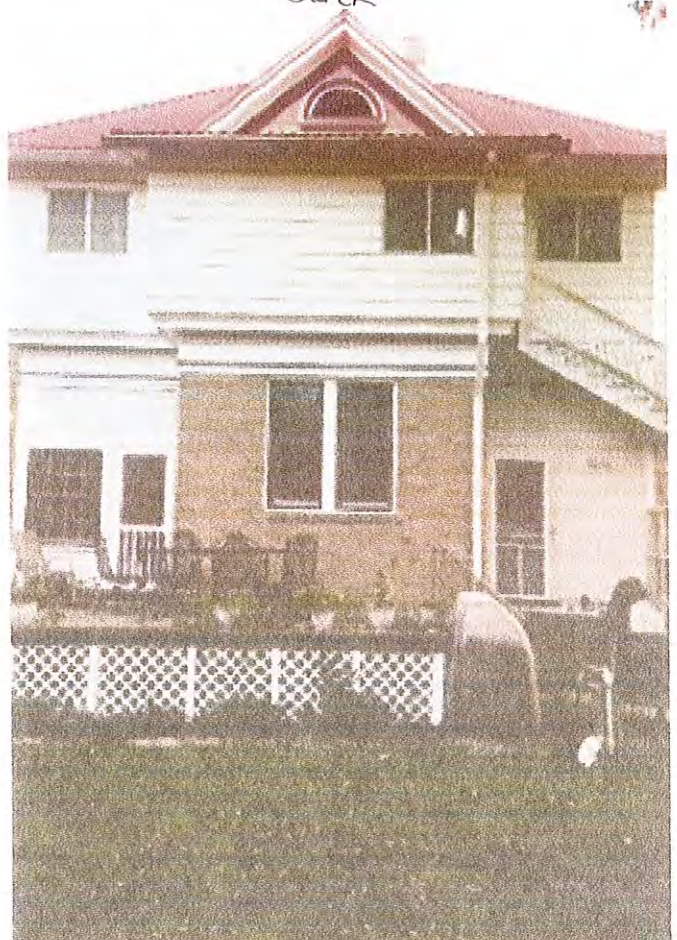
703 W. San Antonio St. West



East



Back



703 W. San Antonio St.

FOREIGN & DOMESTIC
CARS • TRUCKS • SUVS
1616 W San Antonio St.

Mon-Fri 8:00am-5:00pm
512 **398-4334**

AGreaterTown.com

A Community Marketing Site for
Art, Culture, Business and Real Estate

C

D

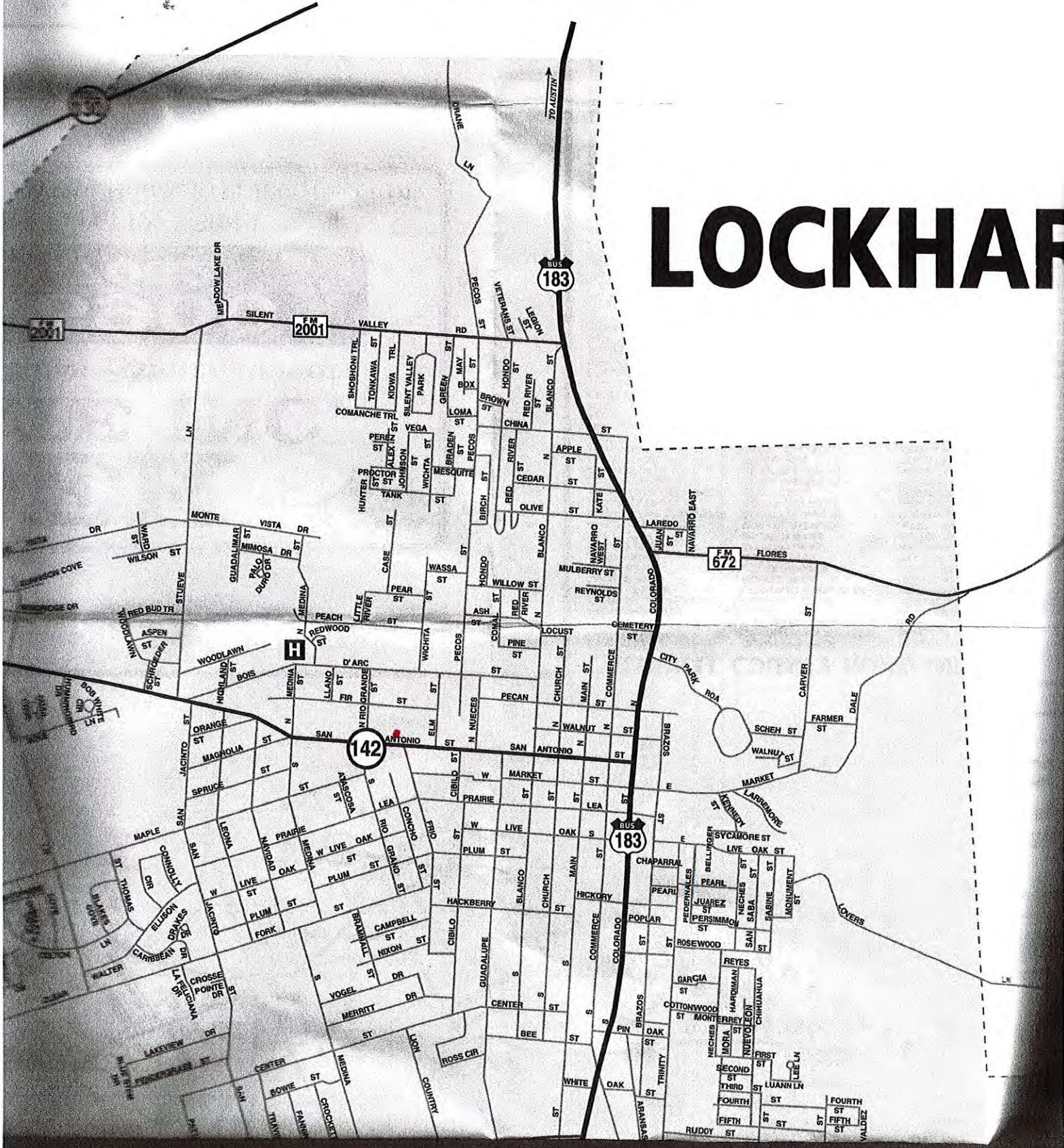
E

F

G

703 W. San Antonio St.

LOCKHART



Kevin Waller

From: Noel Smith <noel_smith2000@yahoo.com>
Sent: Saturday, September 15, 2018 10:44 AM
To: Kevin Waller
Subject: Historic Landmarks

I would like to respond to the Historic Landmarks notice in the Lockhart Post Register and urge you to recognize the following as AFFIRMATIVE for a historical landmark designation for the E. A. Masur property (map key 9). Alma Masur and Noel V. Smith married in 1938 and eventually resided in the altered Carriage House. I was born in Lockhart in 1941, and my brother in 1944, and we all lived in the house until college and marriage. My Dad and mother's cousin, Bill Strandtman, added the 2 bedrooms onto the west of the house about 1943. We all spent many happy times in the Masur House at Christmas, and at homemade ice cream and watermelon gatherings in the backyard under the pecan trees in the summer. The houses were built circa 1912 by a relative, Adolph Bauhof. The present owners have taken wonderful care of the place and they also support promoting a historical landmark designation for the E. A. Masur property.

Please feel free to contact me if I can provide further information.

Thank you for your consideration,
Noel V. Smith Jr.

Property Search Results > 18557 CONFIDENTIAL for Year 2019

Property

Account

Property ID:	18557	Legal Description:	A017 LOCKHART, BYRD, ACRES 1.45, PART OF LOT 1 BLOCK 48
Geographic ID:	0003017-070-008-00	Agent Code:	
Type:	Real		
Property Use Code:	.		
Property Use Description:			

Location

Address:	CONFIDENTIAL	Mapsco:	01-106
Neighborhood:	LOCKHART RES - SAN ANTONIO	Map ID:	01-106
Neighborhood CD:	1311		

Owner

Name:	CONFIDENTIAL	Owner ID:	18555
Mailing Address:	CONFIDENTIAL	% Ownership:	100.000000000000%
		Exemptions:	OTHER, HS

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A
(-) Ag or Timber Use Value Reduction:	-	N/A

(=) Appraised Value:	=	N/A
(-) HS Cap:	-	N/A

(=) Assessed Value:	=	N/A
---------------------	---	-----

Taxing Jurisdiction

Owner: confidential owner
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	Caldwell Appraisal District	N/A	N/A	N/A	N/A
CLH	City of Lockhart	N/A	N/A	N/A	N/A
FTM	Farm to Market Road	N/A	N/A	N/A	N/A

NOTICE OF PUBLIC HEARING

The **City of Lockhart Historical Preservation Commission** will hold a Public Hearing on Wednesday, September 5, 2018, at 5:30 PM in the Glosserman Room at City Hall, 308 West San Antonio Street, Lockhart, Texas, to receive public comments regarding the designation of the buildings listed in Exhibit A, attached, as historic landmarks with the "HL" Historic Landmark zoning classification, as provided in Chapter 64 "Zoning", Section 64-196(n), and in Chapter 28 "Historic Districts and Landmarks", Sections 28-5 and 28-6, and adoption of the Historic Zoning Overlay Map as a supplement to the Official Zoning Map, as amended.

The **City of Lockhart City Council** will hold a Public Hearing on Tuesday, September 18, 2018, at 7:30 PM in the City Council Chamber, 3rd floor of the Clark Library-Masonic Building, 217 South Main Street, Lockhart, Texas, to consider adoption of the Historic Zoning Overlay Map as a supplement to the Official Zoning Map, including the "HL" Historic Landmark designations for the buildings listed in Exhibit A, attached, public comments, and the recommendation of the Historical Preservation Commission.

All interested persons wishing to state their support or opposition may do so at either of the above public hearings, or they may submit a written statement to the Historical Preservation Officer for presentation to the Historical Preservation Commission and/or City Council before the public hearing begins. Additional information is available from the Historical Preservation Officer at the telephone number and e-mail address listed below, or in person at the Planning Department in City Hall.

Kevin Waller
Historical Preservation Officer
512-398-3461, ext. 240
kwaller@lockhart-tx.org

EXHIBIT A

HISTORIC LANDMARKS

MAP KEY	BUILDING	ADDRESS	LEGAL DESCRIPTION	PROPERTY SIZE (UNPLATTED LOTS)	CURRENT OWNER(S)
1	Coopwood House	412 W. San Antonio St.	Part of Lot 3, Block 45, Original Town of Lockhart	0.89 Acre	Ronda Reagan
2	John T. Storey Home	504 S Main St.	Original Town of Lockhart	0.48 Acre	Russell and Margaret Riddle
3	McNeal - Swearingen House	1000 Magnolia St.	Lot 2-A, Block 2, Mrs. M.M. Blanks Addition	Platted	H. Coyle and Henry M. Buhler
4	Lockhart Vocational High School	1104 E. Market St	Byrd Lockhart, A-17	2.9 Acres	Royal Feast Masonic Lodge 214, c/o Homer Williams
5	Joe Masur House	217 N. Blanco St.	Part of Lot 4, Block 48, Original Town of Lockhart	0.47 Acre	Edward and Anita Strayer
6	Karbach - Flowers Home	219 Hackberry St.	Lots 19 and 20, Heppenstall Addition	Platted	Robert Hanna
7	Mebane Home	508 State Park Rd.	Francis Berry, A-2	1.726 Acres	Robert and Joan Anchondo
8	A. A. Storey House	515 S. Main St.	Lot 4, and Part of Lots 3, 7, and 8, Heppenstall Addition	Platted	Arnold Proctor, Jr.
9	Edward August Masur House and Masur Carriage House	703 W. San Antonio St.	Part of Lot 1, Block 48, Original Town of Lockhart	1.45 Acres	Confidential
10	Brock Cabin	400 S. Colorado St.	Part of Blocks 5 and 8, Original Town of Lockhart	Unknown	City of Lockhart
11	DuBoise/Baker House	731 S. Commerce St.	Byrd Lockhart, A-17	0.4 Acre	Clare Brice
12	W. E. Field House	215 W. San Antonio St.	Lots 1 and 2, Block 21, Original Town of Lockhart	0.66 Acre	William Gold

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Resume a PUBLIC HEARING on application ZC-23-06 by Monte J. Guidry, postponed at the September 5, 2023 meeting, and discussion and or action to Consider Ordinance 2023-16 for a **Zoning Change** from *CHB Commercial Heavy Business District* to *RMD Residential Medium Density District* on a total of 0.216 acres in the Byrd Lockhart League, Abstract No. 17, located at 1013 North Colorado Street (US 183).

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This is a reapplication for the zoning change originally requested in ZC-23-03, which had been administratively withdrawn after being incomplete for over three months. The applicant proposes to rezone the subject property for the purpose of permitting the structure on the rear of the lot as an Accessory Dwelling Unit, General. This structure had been illegally converted to a residential dwelling by the prior owner of the property between 2020 and 2022. The existing main house is allowed to be occupied as an existing nonconforming use. However, accessory dwelling units would only be allowed if the property were rezoned to a residential zoning district which allows accessory dwelling units. The subject property has several issues which need to be addressed, including structures encroaching neighboring lots, setback violations, lack of required parking, and unpermitted construction.

The proposed RMD zoning is consistent with the *Medium Density Residential* designation for the property on the future Land Use Plan map. However, the site's commercial zoning along the North Colorado Street Corridor is consistent with neighboring properties. The proposed zoning change would only be the first of several steps required to make the property fully compliant with city codes and to allow the legal use of the accessory dwelling unit. Additional steps would be obtaining a variance, clearing all building code violations and successfully applying for a Specific Use Permit for an Accessory Dwelling Unit-General.

At the public hearing held September 5, 2023, the Council voted to postpone the item until the November 21, 2023 meeting to allow the property line encroachment issues to be worked out between the subject landowner and the property owner to the north. A deed changing the property boundaries has been produced, so this issue has been cleared, which will allow for the property to clear of the encroachment issue as it goes through variance and Specific Use Permit hearings.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval by a vote of 4-2 with one abstention at their August 23, 2023 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2023-16, changing the zoning from CHB Commercial Heavy Business District to RMD Residential Medium Density District

LIST OF SUPPORTING DOCUMENTS: zc2306 ordinance, ZC2306 exhibit a, ZC2306 case map, ZC2306 aerial, ZC2306 zoning, ZC2306 future landuse thoroughfares, zc-23-06 staff report, ZC2306 application, ZC2306 boundary adjustment documents

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 0.216 ACRES IN THE BYRD LOCKHART SURVEY NO. A-17 LOCATED AT 1013 NORTH COLORADO STREET, FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on August 23, 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-23-06, known as 0.216 acres in the Byrd Lockhart Survey, No. A-17, and more particularly described in Exhibit A and located at 1013 North Colorado Street, will be reclassified from CHB Commercial Heavy Business 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 NOVEMBER, 2023

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

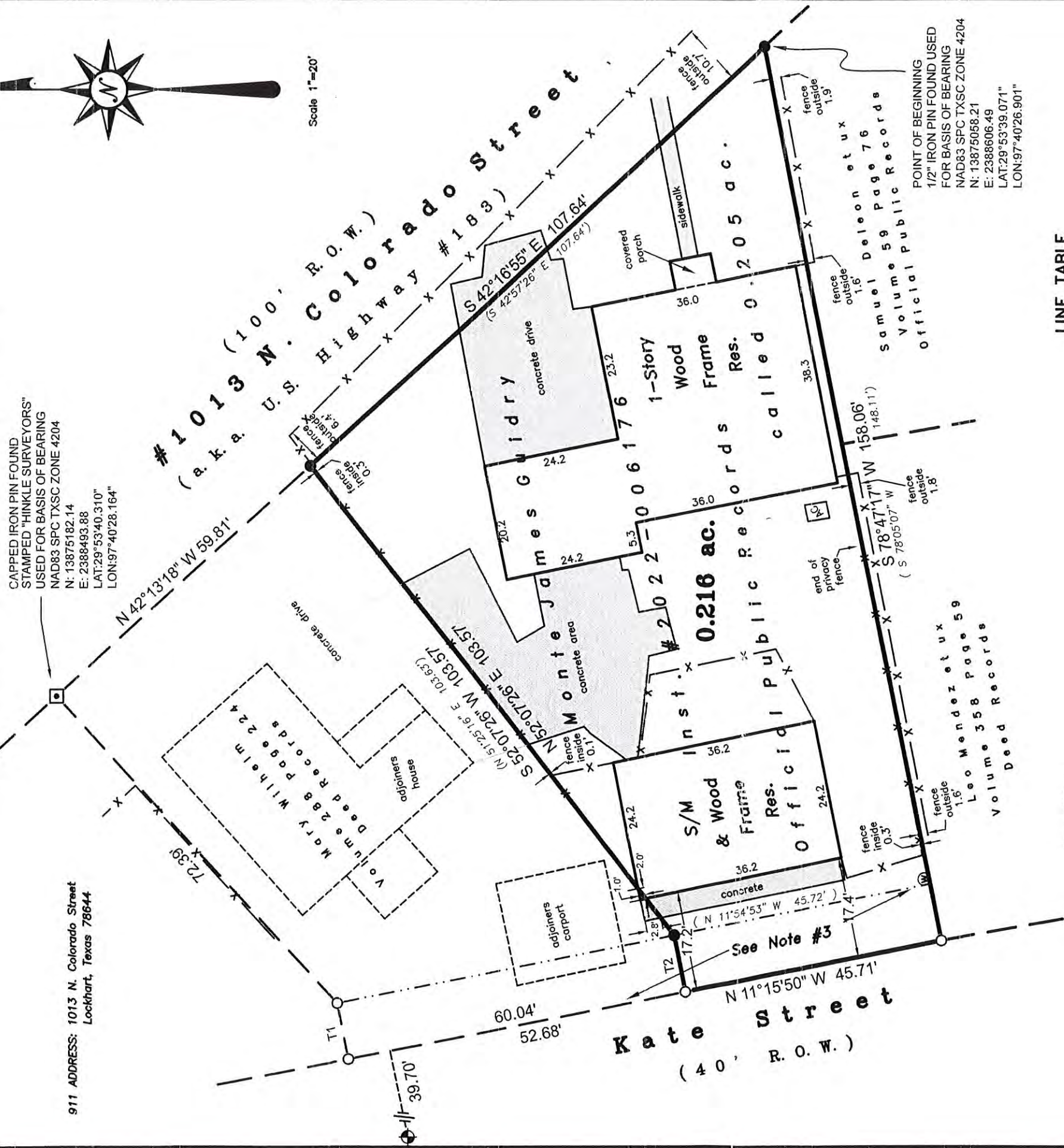
APPROVED AS TO FORM:

Julie Bowermon, Deputy City Secretary

Monte Akers, City Attorney

EXHIBIT "A"

City of Lockhart Caldwell County, Texas
Byrd Lockhart Survey A-17



General Notes

- 1) Before digging call 811 to verify locations of any utilities, pipelines, or other easements of record since the surveyor cannot guarantee the exact position of these encumbrances.
- 2) The property shown has access to and from a public roadway.
- 3) THE EAST 10' OF KATE STREET WAS VACATED BY THE CITY OF LOCKHART BY ORDINANCE #03-19 RECORDED IN VOL. 350 PG. 470 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS BUT DOES RETAIN SAID 10' AS A UTILITY AND DRAINAGE EASEMENT.
- 4) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY.
- 5) FLOOD ZONES SHOWN ARE APPROXIMATE AND CREATE NO LIABILITY ON THE PART OF THE SURVEYOR AND ARE BASED ON FROM A FLOOD INSURANCE RATE MAP. The property shown lies in Flood Zone(s) according to FEMA Panel #48055C0120E effective date June 19, 2012. Flood Zone "X" is areas determined to be outside the 0.2% annual chance floodplain. WARNING: This flood Statement, as Determined by a H.U.D. - F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the improvements thereon will be Free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may be increased by Man-Made or Natural Causes.

LINE TABLE

LINE	BEARING	DISTANCE
T1	N 78°44'10" E	10.00'
T2	N 78°44'10" E	10.00'

LEGEND

- CAPPED 1/2" IRON PIN SET
STAMPED "HINKLE SURVEYORS"
- 1/2" IRON PIN FOUND
- ◻ CAPPED IRON PIN FOUND
STAMPED "HINKLE SURVEYORS"
- ⊕ CHAIN LINK FENCE POST
- ⊙ WATER METER
- /// SCALE BREAK
- (.....) ORIGINAL DEEDED CALLS
- X- FENCES MEANDER
UNLESS OTHERWISE NOTED

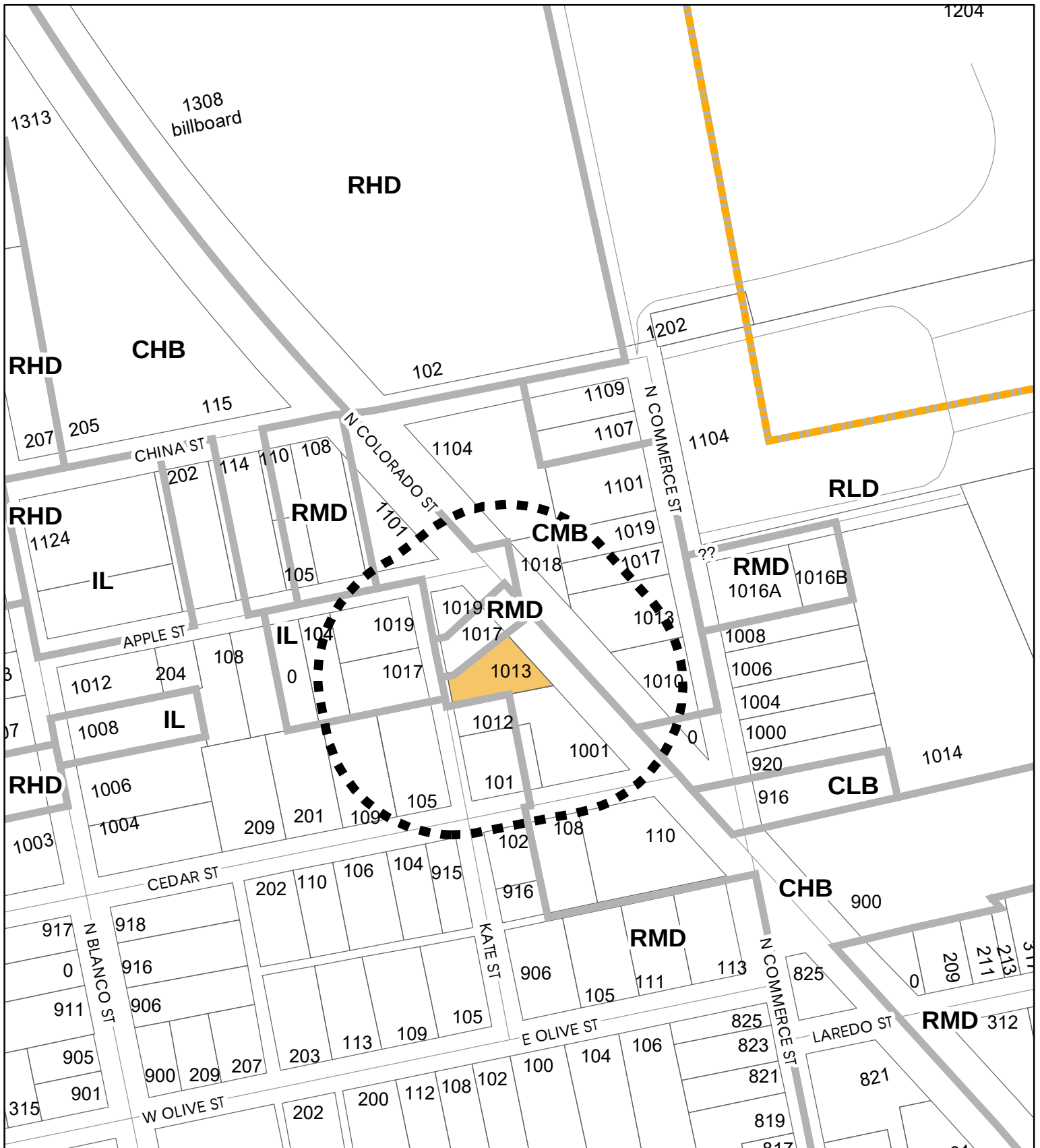
SURVEY DRAWING

Showing a 0.216 acre tract of land out of the Byrd Lockhart Survey A-17 in the City of Lockhart, Caldwell County, Texas and the improvements as found situated thereon. I do hereby certify that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision July 27, 2023, (2) No Abstract of Title, title commitment, nor research or record easements were supplied to the Surveyor. There may exist easements of record which could effect this parcel. THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS ONE TRANSACTION OR FOR ANY PERSON(S) NOT ASSOCIATED WITH THIS TRANSACTION. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



HINKLE
SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00



ZC-23-06

CHB TO RMD

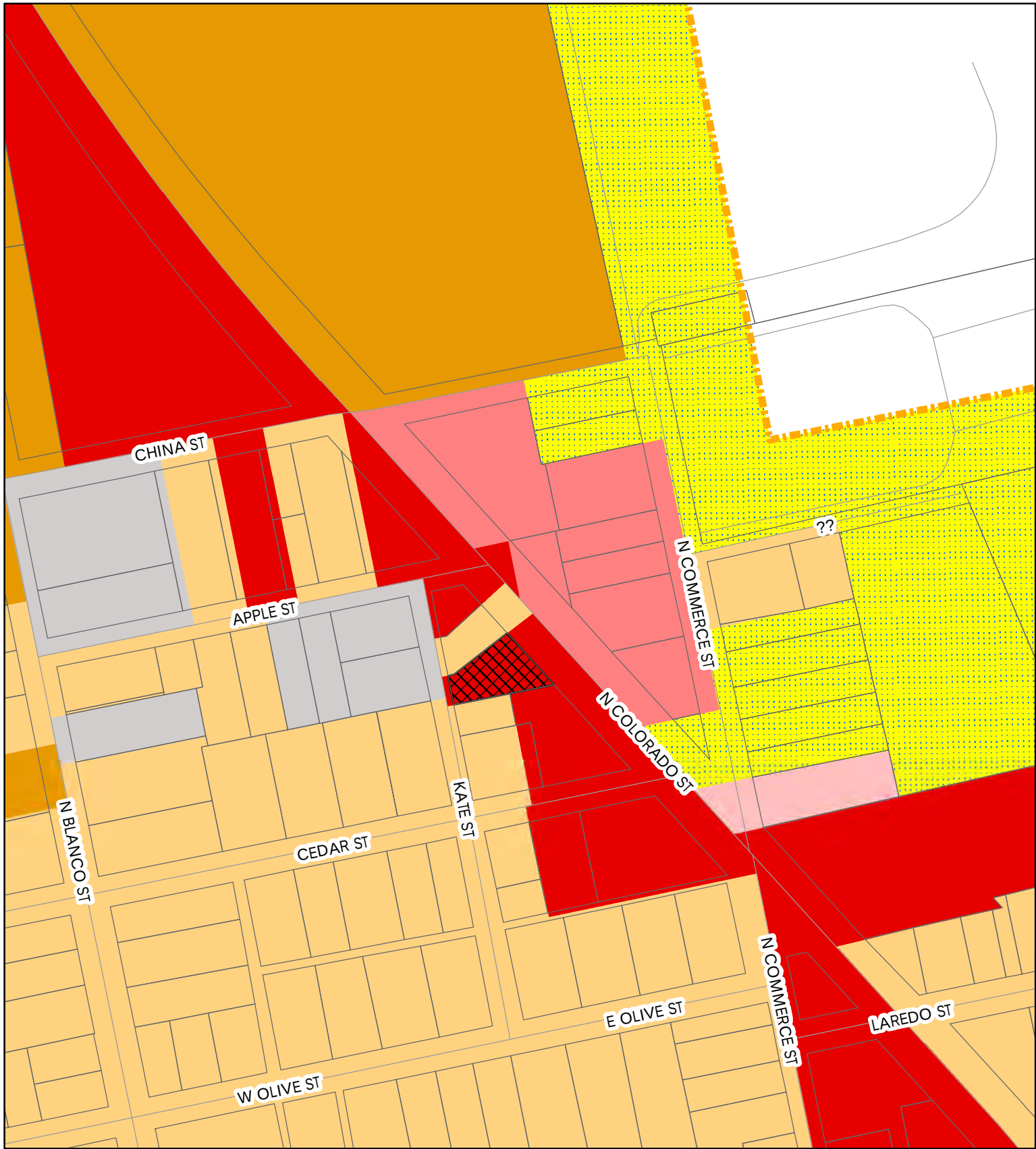
1013 N COLORADO ST



scale 1" = 200'

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





ZC-23-06

CHB TO RMD

1013 N COLORADO ST



scale 1" = 200'

- ZONING DISTRICTS
- COMMERCIAL HEAVY BUSINESS
 - COMMERCIAL LIGHT BUSINESS
 - COMMERCIAL MEDIUM BUSINESS
 - INDUSTRIAL LIGHT
 - RESIDENTIAL HIGH DENSITY
 - RESIDENTIAL LOW DENSITY
 - RESIDENTIAL MEDIUM DENSITY

CASE SUMMARY

STAFF: David Fowler, Planning Director
REPORT DATE: August 17, 2023
PLANNING AND ZONING COMMISSION HEARING DATE: August 23, 2023
CITY COUNCIL HEARING DATE: September 5, 2023
REQUESTED CHANGE: CHB to RMD
STAFF RECOMMENDATION: **Approval if no significant opposition**
PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

CASE NUMBER: ZC-23-06

BACKGROUND DATA

APPLICANT: Monte J, Guidry
OWNER: Same
SITE LOCATION: 1013 North Colorado Street
LEGAL DESCRIPTION: Metes and bounds
SIZE OF PROPERTY: 0.216 acres
EXISTING USE OF PROPERTY: Residential
LAND USE PLAN DESIGNATION: *Medium Density Residential*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE This is a reapplication for the zoning change originally requested in ZC-23-03. That application had been administratively withdrawn after being incomplete for over three months. A new application was submitted after the applicant was able to provide an updated survey, as Planning and Zoning Commission had requested. The applicant proposes to rezone the subject property for the purpose of permitting the structure on the rear of the lot as an Accessory Dwelling Unit, General. The existing main house is allowed to be occupied as an existing nonconforming use; however accessory dwelling units would only be allowed if the property were rezoned to a residential zoning district which allows accessory dwelling units. The RMD district has been selected, as that zoning district would allow the accessory dwelling, subject to approval of a Specific Use Permit.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Residential Commercial	RMD, CHB	<i>Medium Density Residential</i>
East	Commercial	CMB	<i>Medium Density Residential</i>
South	Residential, Commercial	CHB	<i>Medium Density Residential, General-Heavy Commercial</i>
West	Residential	RMD, ETJ	<i>Medium Density Residential, Low-Density Residential</i>

TRANSITION OF ZONING DISTRICTS: The property's current zoning is consistent with the western frontage of Colorado Street in the area. Other than the lot to the immediate north, all other lots along that frontage share the property's current CHB zoning.

ADEQUACY OF INFRASTRUCTURE: Adequate City water service is currently available in the Kate Street and North Colorado Street rights-of-way. There are 6-inch water and wastewater lines along Kate Street and a 6-inch sewer line in the Colorado Street right-of-way adjacent to the property.

POTENTIAL NEIGHBORHOOD IMPACT: The proposed zoning change would not alter the property's current residential use. However, the proposed accessory dwelling unit could create more traffic on Kate Street.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning is consistent with the *Medium Density Residential* designation for the property on the future Land Use Plan map. However, the site's commercial zoning is consistent with neighboring properties along the North Colorado Street Corridor. Despite what the future land use map shows, City staff does not intend to change the corridor's zoning to residential.

ALTERNATIVE CLASSIFICATIONS: None more appropriate.

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

STAFF RECOMMENDATION: Approval if no significant opposition is present. Staff did not recommend approval of the previous application to rezone the site due to the nature of the types of structures on the lot, how the structures are placed on the site, and evidence of unpermitted construction work.

When first approached regarding the permitting of electrical work on the accessory unit, staff had advised the applicant that the accessory dwelling unit use is not permitted within the property's zoning district, and the only way the garage located on the site could be legally converted to an accessory dwelling unit was through changing the zoning of the property to a residential district and subsequent approval of a Specific Use Permit for an Accessory Dwelling Unit-General. At the time of the previous application, the planning staff was unaware of the full scope of issues facing the property. These issues became more apparent when researching the site's history. The garage structure appears to have been converted illegally into a dwelling unit between 2020 and 2022, before the current owner had purchased the property. No permits were ever issued for the garage conversion. The garage structure appears to violate streetside side setback requirements and may even cross the property line to the north. The rear building does not have paved off-street parking and does not have sufficient room for head-in off-street parking, even after an updated survey shows that 10 feet of right-of-way along Kate Street has been added to the rear of the property. Additionally, a privacy fence has been constructed along the lot line without a permit. According to the survey, the fence encroaches the side lot line to the south. The main house on the lot is also closer to the southern property line than the required five-foot setback.

The City of Lockhart Building Official has identified numerous issues on the site, including electrical violations, hazardous plumbing, as well as the illegal residential conversion and possible issues that could make upgrading the unit to meet codes difficult. Because the garage structure has been in place for some time, it may be legally used as a garage for the main house. However, the illegal conversion of the garage grants no rights to use the structure as an accessory dwelling unit. If the zoning change is approved, several variances would be required prior to the property being eligible for a Specific Use Permit. Similarly, all code violations the Building Official has identified would need to be cleared. Staff has advised the applicant of the many steps that would have to be taken in order to make the accessory dwelling unit legally compliant. While the many issues facing the property will make achieving compliance difficult, the application at hand is solely for the purpose of changing the parcel's zoning. As such, staff recommends approval of the zoning change, absent significant neighborhood opposition, while noting that many steps must precede full approval of the accessory dwelling unit.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Jim Guidry

ADDRESS 4835 Seawillow Rd

DAY-TIME TELEPHONE 713 252 9250

Lockhart, TX 78644

E-MAIL jim@guidryeast.com

OWNER NAME - Same -

ADDRESS - Same -

DAY-TIME TELEPHONE _____

E-MAIL jim@guidryeast.com

PROPERTY

ADDRESS OR GENERAL LOCATION 1013 N Colorado St

A 017 Lockhart, Byrd, Acres
LEGAL DESCRIPTION (IF PLATTED) 0.216, 0.205 Ac plus 410' Abandoned Street

SIZE 0.216 ACRE(S) LAND USE PLAN DESIGNATION Residential

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

PROPOSED NEW USE, IF ANY Residential

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION CH13

TO PROPOSED ZONING CLASSIFICATION RMD

REASON FOR REQUEST Make non conforming use as a

non conforming use

use the requested RMD zoning district

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 \$ 125 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 *Mr. Lindsey*

DATE 8-2-23

OFFICE USE ONLY

ACCEPTED BY D. Fowler

RECEIPT NUMBER R01238664

DATE SUBMITTED 8/2/2023

CASE NUMBER ZC - 23 - 06

DATE NOTICES MAILED 8-7-2023

DATE NOTICE PUBLISHED 8-10-2023

PLANNING AND ZONING COMMISSION MEETING DATE 8/23/23

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 9/5/2023

DECISION _____

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

COPY

General Warranty Deed

Date: November 13, 2023

Grantor: MARY EVA VELASQUEZ WILHELM, a person dealing with separate property

Grantor's Mailing Address:

MARY EVA VELASQUEZ WILHELM
1017 N. Colorado
Lockhart, Texas 78644
Caldwell County

Grantee: MONTE JAMES GUIDRY, a single person

Grantee's Mailing Address:

MONTE JAMES GUIDRY
4835 Seawillow Rd.
Lockhart, Texas 78644
Caldwell County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Byrd Lockhart Survey A-17 and being a part of a tract of land conveyed to Mary Wilhelm by deed recorded in Volume 288 Page 224 of the Deed Records of Caldwell County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

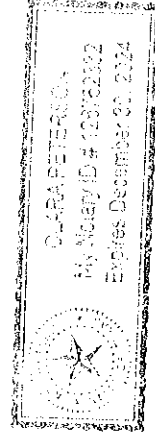
Filed this 13th day of Nov, 2023 3:38 P M

TERESA RODRIGUEZ
COUNTY CLERK, CALDWELL COUNTY, TEXAS
Yolanda Hernandez Deputy
Yolanda Hernandez

Mary Eva Velasquez
MARY EVA VELASQUEZ WILHELM

STATE OF TEXAS)
COUNTY OF CALDWELL)

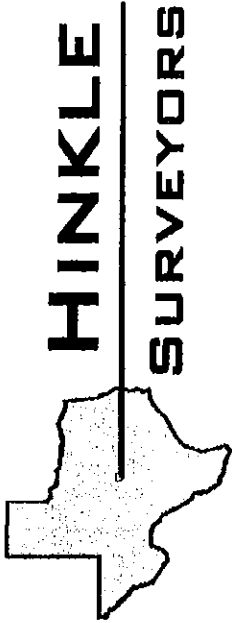
This instrument was acknowledged before me on November 13, 2023, by
MARY EVA VELASQUEZ WILHELM.



Clara Peterson
Notary Public, State of Texas
My commission expires: 12/30/2024

AFTER RECORDING RETURN TO:

LAW OFFICE OF M. ELIZABETH RAXTER
705 State Park Road
Lockhart, Texas 78644
Tel: (512) 398-6996
Fax: (512) 668-4501



All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of the Byrd Lockhart Survey A-17 and being a part of a tract of land conveyed to Mary Wilhelm by deed recorded in Volume 288 Page 224 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

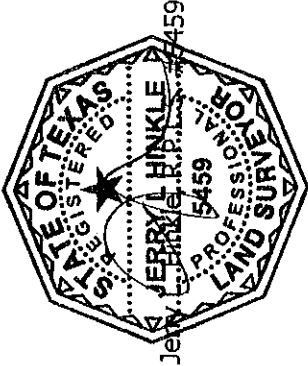
BEGINNING at a ½" iron pin found in the SW corner of the above mentioned Wilhelm tract and the NW corner of a tract of land called 0.205 acres and conveyed to Monte James Guidry by deed recorded in Instrument #2022-006176 of the Official Public Records of Caldwell County, Texas and in the East line of a abandoned East 10' of Kate Street by Ordinance No. 03-19 as recorded in Volume 350 Page 470 of the said Official Public Records for the SW corner this tract.

THENCE N 11°15'50" W with the West line of the said Wilhelm tract and the East line of the above mentioned abandoned Kate Street ROW **6.06 feet** to a capped ½" iron pin set stamped HINKLE SURVEYORS for the NW corner this tract.

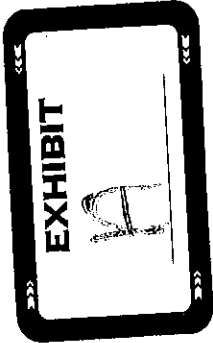
THENCE N 81°16'13" E 11.13 feet to a capped ½" iron pin set stamped HINKLE SURVEYORS in the South line of the said Wilhelm tract and the North line of the said Guidry tract and from which point a ½" iron pin found marking the NE corner of the said Guidry tract bears N 52°07'26" E 91.14 feet.

THENCE S 52°07'26" W with the South line of the said Wilhelm tract and the North line of the said Guidry tract **12.43 feet** to the place of beginning containing **34 sq ft** of land more or less.

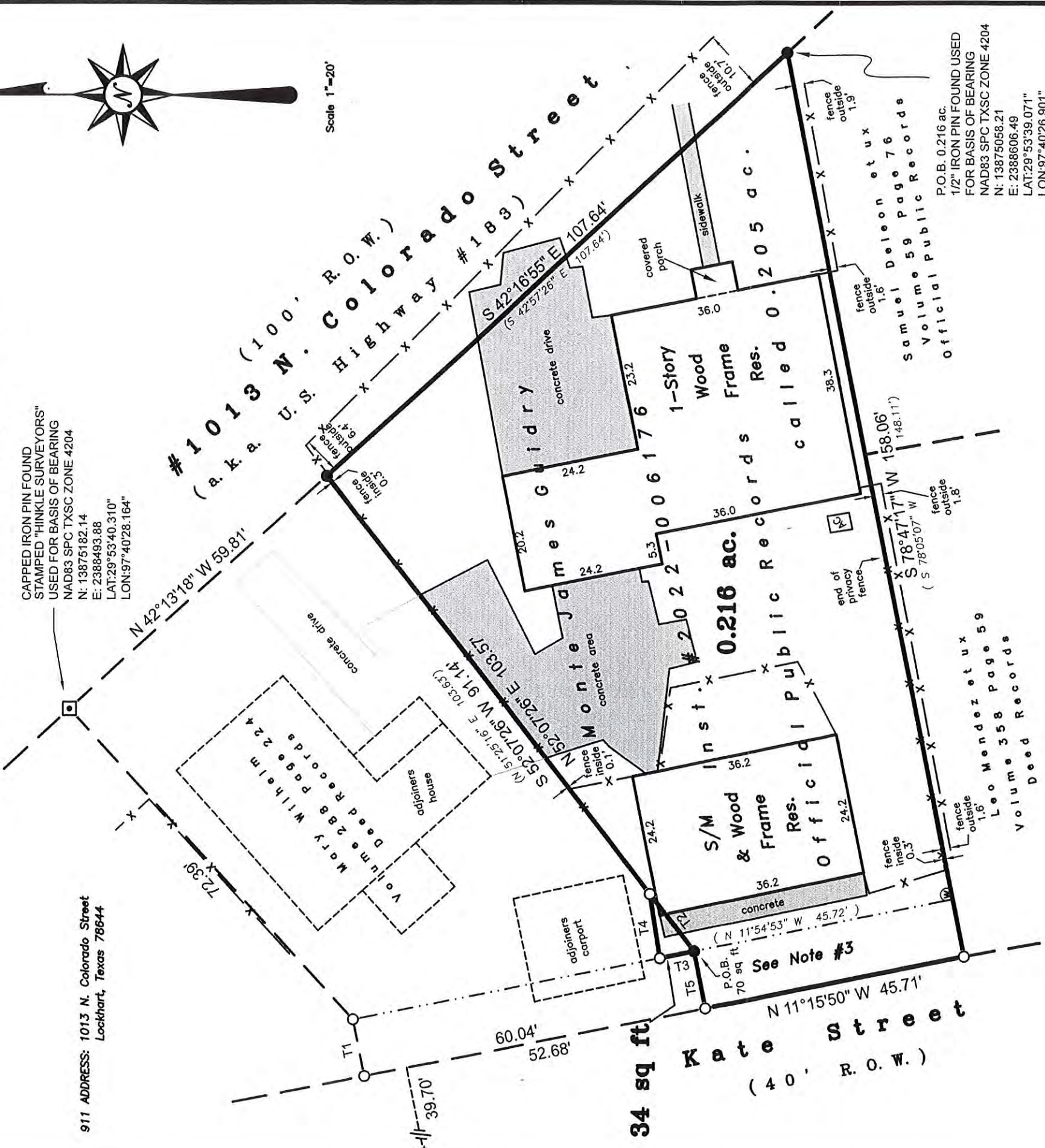
I hereby certify that the foregoing field notes are a true and correct description of a survey made under my direct supervision on November 9, 2023. **THESE FIELD NOTES ARE CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE.** Only those prints containing the raised Surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.



©Hinkle Surveyors 2021 Firm Registration No. 100866-00
P.O. BOX 1027 LOCKHART, TEXAS 78644 PHONE (512) 398-2000
FAX (512) 398-7683 EMAIL: CONTACT@HINKLESURVEYORS.COM



City of Lockhart Caldwell County, Texas
Byrd Lockhart Survey A-17



General Notes

- 1) Before digging call 811 to verify locations of any utilities, pipelines, or other easements of record since the surveyor cannot guarantee the exact position of these encumbrances.
- 2) The property shown has access to and from a public roadway.
- 3) THE EAST 10' OF KATE STREET WAS VACATED BY THE CITY OF LOCKHART BY ORDINANCE #03-19 RECORDED IN VOL. 350 PG. 470 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS BUT DOES RETAIN SAID 10' AS A UTILITY AND DRAINAGE EASEMENT.
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SURVEY DRAWING

Showing two tracts of land out of the Byrd Lockhart Survey A-17 in the City of Lockhart, Caldwell County, Texas and the improvements as found situated thereon. I do hereby certify that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision July 27, 2023 and revised on November 9, 2023, (2) No Abstract of Title, title commitment, nor research or record easements were supplied to the Surveyor. There may exist easements of record which could effect this parcel. THIS SURVEY IS CERTIFIED AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS ONE TRANSACTION OR FOR ANY PERSON(S) NOT ASSOCIATED WITH THIS TRANSACTION. Only those prints containing the raised Surveyor's seal and an original "LIVE" signature shall be considered official and relied upon by the user.



Hinkle Surveyors, 2023

LINE TABLE

LINE	BEARING	DISTANCE
T1	N 78°44'10" E	10.00'
T2	S 52°07'26" W	12.43'
T3	N 11°15'50" W	16.06'
T4	N 81°16'13" E	11.13'
T5	N 78°44'10" E	10.00'

LEGEND

- CAPPED 1/2" IRON PIN SET
- STAMPED "HINKLE SURVEYORS"
- ◻ 1/2" IRON PIN FOUND
- ◼ CAPPED IRON PIN FOUND
- ⊕ STAMPED "HINKLE SURVEYORS"
- ⊙ CHAIN LINK FENCE POST
- ⊗ WATER METER
- /// SCALE BREAK
- (.....) ORIGINAL DEEDED CALLS
- X- FENCES MEANDER
- UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JLH LH
Job No. 20232571	Drawing: 20232571.dwg
Date: November 2023	Word Disk: Begin 11012023
Surveyed By: JLH JDB	Autocad Disk: Begin 11012023

HINKLE
SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-2000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100886-00

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and/or action regarding Ordinance 2023-23, proposing **Text Amendments** to Chapter 64 "Zoning," of the Lockhart Code of Ordinances as follows: Amend Article I, "In General," Section 64-2 "Definitions;" Article VII. "Zoning Districts and Standards", Section 64-166 "Planned Development District (PDD)", Section 64-196, "Establishment of Zoning Districts." Subsection (p) "Planned Development District (PDD)," and Section 64-199, "Additional requirements for Planned Development District," to establish revised requirements for Planned Development District (PDD) applications.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This text amendment is a result of both the discussions held at the second joint meeting of City Council and the Planning and Zoning Commission, as well as numerous discussions regarding the purpose of allowing Planned Development District applications as well as a sense of there being some disappointment with the resulting built products of several PDD projects. An analysis of the PDD processes and requirements in several neighboring communities found that the mission and purpose language in the City's PDD ordinance is weakly stated compared to those in other cities. Similarly, the list of requirements for a PDD submission is also less extensive than other cities, negatively affecting the level of detail in PDD submissions and ultimately the quality and predictability of the development resulting from a given PDD application.

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: The last revision to Sections 64-166 and 64-199 were enacted in 1990. Section 64-196 has been updated frequently, including revisions in 2021, 2022, and 2023, but none of these revisions specifically affected PDD submissions.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission unanimously recommended approval of the proposed PDD text amendments at their

City of Lockhart, Texas

Council Agenda Item Cover Sheet

November 14, 2023 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2023-23, Amending Chapter 64, "Zoning" of the Lockhart Code of Ordinances to revise Planned Development District application requirements.

LIST OF SUPPORTING DOCUMENTS: PDD Amendment Ordinance 11-14-23, 11-15-2023 PDD standards revision memo to Council, PDD Redline 10-31-23

ORDINANCE 2023-23

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING CHAPTER 64 “ZONING” OF THE CODE OF ORDINANCES, ARTICLE I “IN GENERAL”, SECTION 64-2 “DEFINITIONS”, ARTICLE VI “PLANS AND MAPS”, SECTION 64-166 “PLANNED DEVELOPMENT DISTRICT (PDD), AND ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-196 “ESTABLISHMENT OF ZONING DISTRICTS” AND SECTION 64-199 “ADDITIONAL REQUIREMENTS FOR PLANNED DEVELOPMENT DISTRICT”, TO ADD A DEFINITION OF PLANNED DEVELOPMENT DISTRICTS, CREATE A PURPOSE STATEMENT FOR THE DISTRICT, ADD DETAIL ON DEVELOPMENT STANDARDS WITHIN PLANNED DEVELOPMENT DISTRICTS, CLARIFY REQUIREMENTS FOR COMPLETE PLANNED DEVELOPMENT DISTRICT APPLICATIONS, REQUIRE CITY COUNCIL APPROVAL OF REVISED PLANNED DEVELOPMENT DISTRICTS, AND TO MODIFY CERTAIN OTHER PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Lockhart City Council and the Lockhart Planning and Zoning Commission formed the Housing and Development Committee to develop methods to update the City Code to enhance the quality of the built environment; and,

WHEREAS, The quality of new commercial and residential projects is an area of concern to the Committee during the City’s period of strong growth; and,

WHEREAS, The City anticipates several large mixed-use developments in the coming years; and,

WHEREAS, Master-planned mixed-use districts require detailed staff review and create complex and long-lasting impacts on the built environment; and,

WHEREAS, The current Planned Development District standards in Sections 64-2, 64-166, 64-196, and 64-199 do not require Planned Development District proposals to attain a level of quality or cohesion exceeding the standard zoning districts; and,

WHEREAS, The current Planned Development District standards in Sections 64-2, 64-166, 64-196, and 64-199 do not require sufficient detail in Planned Development District applications for staff and officials to accurately understand and approve the character of proposed developments; and,

WHEREAS, the Lockhart Planning and Zoning Commission held a public hearing on November 14, 2023, and voted to recommend amending Sections 64-2, 64-166, 64-196, and 64-199 to address these concerns, and to add, clarify, or otherwise modify certain other provisions; and,

WHEREAS, the City Council has determined that such amendment serves a public purpose and the Council desires to amend the Code of Ordinances accordingly;

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

- I. The foregoing recitals are approved and adopted herein for all purposes.
- II. Chapter 64 “Zoning”, Article I “In General”, Section 64-2 “Definitions”, is hereby amended in part to add the following:

Planned Development District (PDD): A type of master planned development created as a standalone zoning district with a binding site development plan that provides for a flexible

combination of various development types in high-quality master planned districts. PDDs may be subject to special conditions and regulations as prescribed by the City Council.

III. Chapter 64 “Zoning”, Article VI “Plans and Maps”, Section 64-166 “Planned Development District (PDD)”, is hereby amended in its entirety to read as follows:

(a) Purpose: The PDD allows flexibility to the city development standards for development that fulfills the city comprehensive planning policies and is superior in quality to that allowable under the current standards. Planned Development Districts consist of a mix of land use types and public spaces planned and constructed as cohesive, context-sensitive, and consistent districts. Unless clearly stated in the ordinance creating the PDD district, the development project must comply with all applicable city regulations. PDD districts are intended to implement generally the goals and objectives of the city's comprehensive plan. PDD districts are also intended to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

- (1) To provide for a superior design of lots or buildings.
- (2) To provide for increased recreation and/or open space opportunities for public use.
- (3) To provide amenities or features that would be of special benefit to the property users or the community.
- (4) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscales, and wildlife habitats.
- (5) To protect or preserve existing historical buildings, structures, features or places.
- (6) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services.
- (7) To meet or exceed the present standards of this article.

(b) Development standards for each PDD shall be set forth in an ordinance granting the PDD and may include but shall not be limited to the following:

- (1) A list of land uses, including uses approved by right and/or subject to a Specific Use Permit.
- (2) density, lot area, lot width, lot depth, setbacks, yard depths and widths, impervious coverage, and floor area ratio.
- (4) building height, and design.
- (3) Required parking standards based upon expected land uses.
- (4) Street access and internal circulation.
- (5) Streetscaping, fencing/screening, landscaping.
- (6) Types and locations of accessory buildings.
- (7) Types and area of signage.
- (8) Street and on-site lighting.

- (9) Management associations and maintenance responsibilities.
- (10) Other requirements as the City Council may deem appropriate.
- (c) The planned development district, being a special form of subdivision, will adhere to the design, construction, platting, approval, and recording requirements of the city subdivision ordinance, chapter 52, except as modified below.
- (d) A preliminary development plan and a final development plan shall accompany the preliminary plat and the final plat, as appropriate. The development plan shall include, as a minimum, the following:
 - (1) Proposed public and private rights-of-way and easements.
 - (2) Location of each proposed land use or sub-district if multiple land uses or districts are proposed.
 - (3) Location of each proposed structure, exterior dimensions, number of stories, gross floor area, location of entrances and loading points thereto, walks, and parking facilities.
 - (4) Conceptual images of building elevations,
 - (5) Driving lanes, parking areas, loading areas, fire lanes, and service areas for both private and public use.
 - (6) All walks, malls, and open areas for use of tenants and visitors or for public use.
 - (7) Location and height of each screening wall, fence or planting area.
 - (8) Location, height and orientation of each sign. Compliance with the city sign ordinance, Chapter 46, is required.
 - (9) Exterior lighting fixtures for areas, entrances and signs.
 - (10) A drainage plan providing location, details, appropriate elevations, finish floor elevations of proposed structures, slabs, and curbs not defining street lines. Any structures required to conform to the drainage and flood control ordinance, chapter 22, shall be shown. Any off-site facilities necessary to provide adequate drainage shall be shown along with any necessary structures and easements required.
- (e) As most of the structures erected within a planned development district are not in fact constructed at the time of the construction of the infrastructure, detailed building plans for such proposed structures will not be required to accompany such development plan.

IV. Chapter 64 "Zoning", Article VII "Zoning Districts and Standards", Section 64-196 "Establishment of Zoning Districts", is hereby amended in part to read as follows:

- (p) Planned development district (PDD). This district provides for a flexible combination of various development types in high-quality master planned districts in any area within the city as a specific use. PDDs shall be superior in design, character, quality, and/or compatibility with surrounding uses to the development possible under the default code, may include various district types, and may be subject to special conditions and

regulations as prescribed by the commission or council. See chapter 52, Code of Ordinances, Section 64-166 and Section 64-198.

V. Chapter 64 “Zoning”, Article VII “Zoning Districts and Standards”, Section 64-199 “Additional Requirements for Planned Development District”, is hereby amended in part to read as follows:

- (a) The minimum site area for a PDD is five acres, unless located in the Courthouse Square Historical Overlay District.
- (h) The final development plan and the subdivision plat of a PDD are integral elements of the district designation. The use areas within the PDD are subject to adherence to the development plan. Any change in the final development plan shall be considered a zoning change, and requires City Council approval of a revised PDD.

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

VII. 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.

VIII. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

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

IX. Effective Date. That this ordinance shall become effective and be in full force ten days from the date of its passage.

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

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowemon
Deputy City Secretary

Monte Akers
City Attorney

TO: Lockhart City Council
FROM: David Fowler, Planning Director
SUBJECT: Proposed Planned Development District (PDD) Standards
DATE: November 15, 2023

The proposed revised Planned Development District (PDD) standards are a product of the Housing and Development Committee, which was formed after the joint meetings of City Council and the Planning and Zoning Commission in late 2022 and early 2023. These recommended amendments are designed to fulfill the aim for stronger PDD requirements that improve the quality of new commercial or residential development projects expected as the City's period of strong growth continues. The proposed regulations would especially affect the design of several potential larger mixed-use developments that the city expects to see over the coming years. Enacting the proposed amendments would help the achieve the objective of creating PDDs as coherent communities that are thoroughly planned in all aspects of development. Previous changes resulting from the Housing and Development Committee's work include the passage of residential architectural and landscaping standards, and the adoption of the first new fee schedule for planning and zoning-related applications for the first time in over 25 years.

This set of proposed text amendments are designed to improve upon the current PDD requirements in two major ways: 1) By raising the expectations for PDD applications by adopting policy statements that establish PDD developments as representing a higher overall quality of development in comparison to that achieved through development in the City's base zoning districts, and 2) Expanding the scope of required elements of PDD submissions in order to make the character of the ultimate built product more evident during the PDD review process.

The policy-oriented revisions start by adding a definition of Planned Development, which had been previously absent from the definitions section of Chapter 64, Zoning. Additionally, a new Purpose section is proposed at the beginning of Section 64-166. This section is designed to add language that sets the expectations that any PDD application must be consistent with the policies in the City's comprehensive plan and must represent a proposal that would result in a higher quality of development than would otherwise be achievable under the City's regular zoning and development standards.

In order to improve the quality of submissions and allow staff and elected and appointed officials to make more informed judgements regarding the merits of a PDD application, numerous requirements to define the overall nature of the proposed development and a detailed list of the elements of the development that must be detailed in PDD submissions has been added. These changes should allow for greater certainty regarding what is potentially approved as an alternative to developing using the city's standard zoning districts and should help determine whether a PDD proposal should be approved as something that would represent an improvement over the typical products resulting from the regular process using the city's current zoning districts.

Planning and Zoning Commission unanimously recommends approval of the text amendments. The next expected text amendments will be the creation of enhanced lighting standards to minimize light pollution and light trespass from commercial and multifamily developments into single-family residential neighborhoods and other sensitive areas.

Proposed Changes to PDD Language in City Code

11-1-2023

Summary

- Adds “Planned Development District” to Sec. 64-2. Definitions.
- Adds purpose statement (a), detail on development standards (b), requirement for including conceptual images of buildings on PDD development plan (d)(3) to Sec. 64-166. Planned development district (PDD).
- Edits and expands Sec. 64-196. Establishment of zoning districts.
- One minor change proposed to Sec. 64-199. Additional requirements for planned development district, to clarify that changes in approved PDD districts require approval of a revised PDD.

Chapter 64 – Zoning

Sec. 64-2. Definitions.

[...]

Planned Development District (PDD): A type of master planned development created as a standalone zoning district with a binding site development plan that provides for a flexible combination of various development types in high-quality master planned districts. PDDs may be subject to special conditions and regulations as prescribed by the City Council.

[...]

Sec. 64-166. Planned development district (PDD).

(a) Purpose: The PDD allows flexibility to the city development standards for development that fulfills the city comprehensive planning policies and is superior in quality to that allowable under the current standards. Planned Development Districts consist of a mix of land use types and public spaces planned and constructed as cohesive, context-sensitive, and consistent districts. Unless clearly stated in the ordinance creating the PDD district, the development project must comply with all applicable city regulations. PDD districts are intended to implement generally the goals and objectives of the city's comprehensive plan. PDD districts are also intended to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:

- (1) To provide for a superior design of lots or buildings.
- (2) To provide for increased recreation and/or open space opportunities for public use.
- (3) To provide amenities or features that would be of special benefit to the property users or the community.
- (4) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, viewscales, and wildlife habitats.
- (5) To protect or preserve existing historical buildings, structures, features or places.
- (6) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services.
- (7) To meet or exceed the present standards of this article.
- (b) Development standards for each PDD shall be set forth in an ordinance granting the PDD and may include but shall not be limited to the following:
 - (1) A list of land uses, including uses approved by right and/or subject to a Specific Use Permit.
 - (2) density, lot area, lot width, lot depth, setbacks, yard depths and widths, impervious coverage, and floor area ratio.
 - (4) building height, and design.
 - (3) Required parking standards based upon expected land uses.
 - (4) Street access and internal circulation.
 - (5) Streetscaping, fencing/screening, landscaping.
 - (6) Types and locations of accessory buildings.
 - (7) Types and area of signage.
 - (8) Street and on-site lighting.
 - (9) Management associations and maintenance responsibilities.
 - (10) Other requirements as the City Council may deem appropriate.
- (c)(a) The planned development district, being a special form of subdivision, will adhere to the design, construction, platting, approval, and recording requirements of the city subdivision ordinance, chapter 52, except as modified below.

~~(d)(b)~~ A preliminary development plan and a final development plan shall accompany the preliminary plat and the final plat, as appropriate. The development plan shall include, as a minimum, the following:

(1) Proposed public and private rights-of-way and easements.

(2) Location of each proposed land use or sub-district if multiple land uses or districts are proposed.

(3) Location of each proposed structure, exterior dimensions, number of stories, gross floor area, location of entrances and loading points thereto, walks, and parking facilities.

(4) Conceptual images of building elevations,

~~(5)(3)~~ Driving lanes, parking areas, loading areas, fire lanes, and service areas for both private and public use.

~~(6)(4)~~ All walks, malls, and open areas for use of tenants and visitors or for public use.

~~(7)(5)~~ Location and height of each screening wall, fence or planting area.

~~(8)(6)~~ Location, height and orientation of each sign. Compliance with the city sign ordinance, chapter 46, is required.

~~(9)(7)~~ Exterior lighting fixtures for areas, entrances and signs.

~~(10)(8)~~ A drainage plan providing location, details, appropriate elevations, finish floor elevations of proposed structures, slabs, and curbs not defining street lines. Any structures required to conform to the drainage and flood control ordinance, chapter 22, shall be shown. Any off-site facilities necessary to provide adequate drainage shall be shown along with any necessary structures and easements required.

~~(e)(c)~~ As most of the structures erected within a planned development district are not in fact constructed at the time of the construction of the infrastructure, detailed building plans for such proposed structures will not be required to accompany such development plan.

Sec. 64-196. Establishment of zoning districts.

(p) Planned development district (PDD). This district provides for a flexible combination of various development types in high-quality master planned districts in any area within the city as a specific use. PDDs shall be superior in design, character, quality, and/or compatibility with surrounding uses to the development possible under the default code, may include various district types, and may be subject to special conditions and regulations as prescribed by the commission or council. ~~provides for a combination of the various residential development types, which may include various commercial district types, or for~~

~~commercial and industrial tracts within the same area. This district may be developed in any area within the city as a specific use and may be subject to special conditions and regulations as prescribed by the commission or council. See chapter 52, Code of Ordinances, section 64-166 and section 64-198.~~

Sec. 64-199. Additional requirements for planned development district.

- (a) The minimum site area for a PDD is five acres, unless located in the Courthouse Square Historical Overlay District.
- (b) To provide for the additional cost to the city for administration, review, and inspection of both the preliminary and the final development plans of a PDD, a separate fee which shall be established by the council, shall accompany such development plans.
- (c) In order to minimize the potential negative effects of partial completion of a PDD, the preliminary and final development plans shall each be divided into phases of development. Development phases shall be designed such that each shall constitute a completed unit and shall not require any other completed phase to allow development or use. Phases shall not divide lots, blocks, or street centerlines. Final plats shall be filed for record only for those phases completed.
- (d) The city may rezone in a manner deemed by the city to be most compatible any or all portions of those phases abandoned or not developed within the timeframe provided by the specific use permit. Failure to complete development within the specified time limit shall rescind and vacate such specific use permit.
- (e) Private streets, drives and easements shall be constructed to city standards, shall be maintained by the developer, owner, or an association, and shall grant a right-of-way to the city for use. Such streets, drives, and easements shall be shown on the subdivision plat as well as on the development plans and shall be so indicated. Deed restrictions shall delineate maintenance and repair responsibilities for private streets, drives, easements, and for all other common areas and facilities.
- (f) To ensure adequate streets, drives, parking and loading area within the PDD and to provide data concerning the effect of such traffic flow and upon the streets adjoining the PDD, a study of traffic density and flow shall be completed by an appropriate professional, at the expense of the developer, and submitted with both the preliminary and final development plans.
- (g) The requirements of this chapter and of the city subdivision ordinance are intended to be complimentary and to be fulfilled concurrently. When requirements of such ordinances conflict, the commission, upon advice from the zoning administrator and the city engineer, shall determine which standard shall prevail.
- (h) The final development plan and the subdivision plat of a PDD are integral elements of the district designation. The use areas within the PDD are subject to adherence to the

development plan. Any change in the final development plan shall be considered a zoning change, and requires City Council Approval of a revised PDD.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Approve Ordinance 2023-24 vacating and abandoning approximately 0.046 acres of unused public right-of-way consisting of an alley approximately 7.5 feet in width extending from the 200 block of South Rio Grande Street to the rear of the properties addressed as 214 and 218 Blanco Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The requested action would abandon the remainder of the subject alley, which had been partially abandoned in 1976. The alley is approximately 7.5 feet wide and travels approximately 150 feet to the northeast between 218 and 224 South Rio Grande Street and approximately 125 feet to the northwest along the boundary between 114 and 118 South Rio Grande Street and 205 and 211 Concho Street. Because the other half of the alley have previously been abandoned, the property interests of the neighboring parcels are not affected by the proposed abandonment. There are no city utilities in the subject right of way and there is no identified city transportation use for the 7.5 foot remaining alley. The abandoned alley will be deeded to the property owners at 214 and 218 South Rio Grande Street. Both property owners have signed Abandonment Consent Letters that would hold the City harmless from any expenses or damages resulting from the abandonment.

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: Lockhart City Council approved the abandonment of the other half of the then-15-foot alley to the opposite abutting property owners in 1976, leaving the other half of the alley to remain as city right-of-way.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2023-24 abandoning a 7.5 foot wide alley adjacent to 214 and 218 South Rio Grande Street.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-24, 214 & 218 S Rio Grande St
Alley Abandonment Exhibit A, Ord 2-23-24 Exhibit B, 214-218 Rio Grande abandonment history

ORDINANCE NO. 2023-24

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ABANDONING A SEGMENT OF AN UNNAMED ALLEY CONNECTING SOUTH RIO GRANDE STREET TO THE AREAS TO THE REAR OF 214 AND 218 RIO GRANDE STREET, COVERING 0.112 ACRES WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED OR DEEDS CONVEYING SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith SHALL BE REPEALED TO THE EXTENT OF THE CONFLICT ONLY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule municipality; and

WHEREAS, City's Charter, Powers of the city council Section 3.07 (o) provides that the City may exercise exclusive dominion, control and jurisdiction including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended.; and

WHEREAS, Texas Transportation Code Section 311.007 provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the burden of continued maintenance of streets that are not being used exceeds the benefit that would be incurred if the City continued ownership of the streets; and

WHEREAS, the City Council of the City of Lockhart, Texas has determined and finds it is in the public interest that the heretofore described unnamed alleys, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated and closed as a public roadway.

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

Section 1: That the legislative findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: It is in the public interest to vacate, abandon, and close the segment of the 0.112-acre alley between north Blanco Street and West Olive Street as shown on Exhibit A

Section 3: Said segments of the 0.112-acre unnamed alley are hereby vacated, abandoned, and closed.

Section 4: The City Manager is hereby authorized to convey by Deed without warranty all the interest the City has in and to the segment of the 0.112-acre unnamed alley as shown described in Section 2 of this ordinance to the owners of the abutting properties.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

Section 7. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Lockhart City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

Section 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 9: That this Ordinance shall become effective from and after its date of passage in accordance with law.

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

Lew White, Mayor
City of Lockhart

ATTEST:

Julie Bowermon,
Assistant City Secretary
APPROVED AS TO FORM:

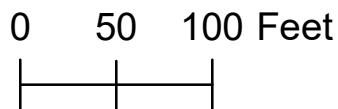
Monte Akers, City Attorney

EXHIBIT A



CITY OF
Lockhart
TEXAS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.



Legend

- 214 & 218 S RIO GRANDE ST ALLEY ABANDONMENT
- PARCEL BOUNDARY

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

FRANCISCO GONZALES has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: *Francisco Gonzales* Date: 9/25/2023

Owner Printed name: Francisco Gonzales

Owner Mailing Address: 214 S. Rio Grande St.

Property Address: 214 S RIO GRANDE STREET

PROPERTY ID 20006

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of September 25, by

Corinne Yanez [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Corinne Yanez

Notary's commission expires: November 10, 2024

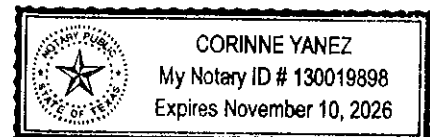


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

ASHLEY GWEN EDWARDS & AMY ELIZABETH CLUNIE has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: *Ashley Edwards* Date: 7/31/23

Owner Printed name: Ashley Edwards

Owner Mailing Address: 218 S Rio Grande St

Owner Signature: *Amy Clunie* Date: 7/31/23

Owner Printed name: Amy Clunie

Property Address: 218 S RIO GRANDE STREET

PROPERTY ID 20005

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of July 31, 2023, by

Yvette Aguado [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-25

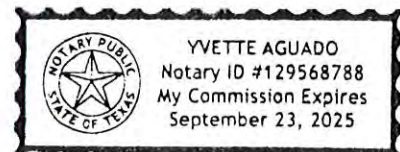


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

FRANCISCO GONZALES has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: *Francisco Gonzales* Date: 9/25/2023

Owner Printed name: Francisco Gonzales

Owner Mailing Address: 214 S. Rio Grande St.

Property Address: 214 S RIO GRANDE STREET

PROPERTY ID 20006

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this the date of September 25, by

Corinne Yanez [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Corinne Yanez

Notary's commission expires: November 10, 2024

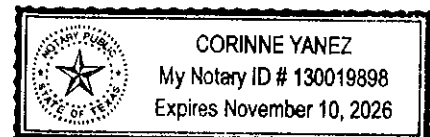


Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

ASHLEY GWEN EDWARDS & AMY ELIZABETH CLUNIE has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS, EXPENSES AND DAMAGES THAT MAY ARISE OR ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: *Ashley Edwards* Date: 7/31/23

Owner Printed name: Ashley Edwards

Owner Mailing Address: 218 S Rio Grande St

Owner Signature: *Amy Clunie* Date: 7/31/23

Owner Printed name: Amy Clunie

Property Address: 218 S RIO GRANDE STREET

PROPERTY ID 20005

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

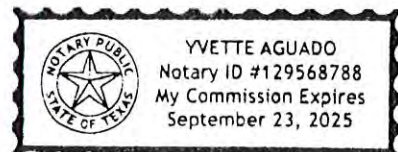
This instrument was acknowledged before me on this the date of July 31, 2023, by

Yvette Aguado [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Yvette Aguado

Notary's commission expires: 9-23-25



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Approve Ordinance 2023-25 Vacating and abandoning approximately 0.183 acres of unused public right-of-way property consisting of a 40-foot wide unopened street extending approximately 208 feet to the west from the 700 Block of the North Blanco Street right-of-way, parallel to the Union Pacific Railroad right-of-way.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The owner of A Small World Learning Center, the adjacent property to the north of the subject right-of-way, has requested the city abandon the unopened street in order to allow for the additional parking that would be required if the daycare building were expanded. This right-of-way is approximately 40 feet wide by 208 feet deep, for a total area of 0.183 acres. There are no city utilities in the subject right of way and there is no identified City transportation use for the unopened street. The owner has signed the Adjacent Property Owner Agreement that holds the City harmless in the event of any suits, costs, expenses and damages that may arise out of the abandonment.

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 2023-25, abandoning 0.183 acres comprising a 40-foot unopened street right-of-way west of the 700 block of North Blanco Street and north of the Union Pacific right-of-way.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2023-25 Blanco RR ROW, 727 N Blanco St Street Abandonment Exhibit A, 727 N Blanco St Street Exhibit B, 727 N Blanco St Street Abandonment Utilities, Deed without warranties re alley abandon 727 N Blanco CM signature

City of Lockhart, Texas

Council Agenda Item Cover Sheet

version, 727 Blanco RR ROW adjoining owner consent

ORDINANCE NO. 2023-25

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS ABANDONING A SEGMENT OF AN UNOPENED STREET WEST OF THE NORTH BLANCO STREET RIGHT-OF WAY AND NORTH OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY, COVERING 0.183 ACRES WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED OR DEEDS CONVEYING SAID RIGHT-OF-WAY TO ADJACENT PROPERTY OWNERS; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith SHALL BE REPEALED TO THE EXTENT OF THE CONFLICT ONLY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lockhart is a home rule municipality; and

WHEREAS, City's Charter, Powers of the city council Section 3.07 (o) provides that the City may exercise exclusive dominion, control and jurisdiction including the right to close and abandon streets and alleys in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, boulevards and public grounds of the city and provide for the improvement of same as provided in V.T.C.A., Transportation Code Ch. 313, as now or hereafter amended.; and

WHEREAS, Texas Transportation Code Section 311.007 provides that a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, the burden of continued maintenance of streets that are not being used exceeds the benefit that would be incurred if the City continued ownership of the streets; and

WHEREAS, the City Council of the City of Lockhart, Texas has determined and finds it is in the public interest that the heretofore described unopened street, as described and/or depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes, should be abandoned, vacated and closed as a public roadway.

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

Section 1: That the legislative findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: It is in the public interest to vacate, abandon, and close the segment of the 0.183-acre unopened street west of North Blanco Street north of the Union Pacific Railroad right-of-way as shown on Exhibit A

Section 3: Said segment of the 0.183-acre unopened street is hereby vacated, abandoned, and closed.

Section 4: The City Manager is hereby authorized to convey by Deed without warranty all the interest the City has in and to the segment of the 0.183-acre unopened street as shown described in Section 2 of this ordinance to the owners of the abutting properties.

Section 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

Section 7. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Lockhart City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionally or invalidity of any portion, provision, or regulation.

Section 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 9: That this Ordinance shall become effective from and after its date of passage in accordance with law.

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

Lew White, Mayor
City of Lockhart

ATTEST:

Julie Bowermon,
Assistant City Secretary
APPROVED AS TO FORM:

Monte Akers, City Attorney

EXHIBIT A



CITY OF
Lockhart
TEXAS

0 50 100 Feet

Legend	
	40 FT STREET ABANDONMENT
	PARCELS

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

AMY CAPELLO HARRELL has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS EXPENSES AND DAMAGES THAT MAY ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Amy Harrell Date: 11/15/23

Owner Printed Name: Amy Harrell

Owner Mailing Address: 222 Sandhill Dr. Lockhart TX

Property Address: 727 N. BLANCO STREET

PROPERTY ID 18356

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

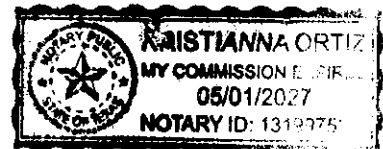
This instrument was acknowledged before me on this the date of 15th day of November

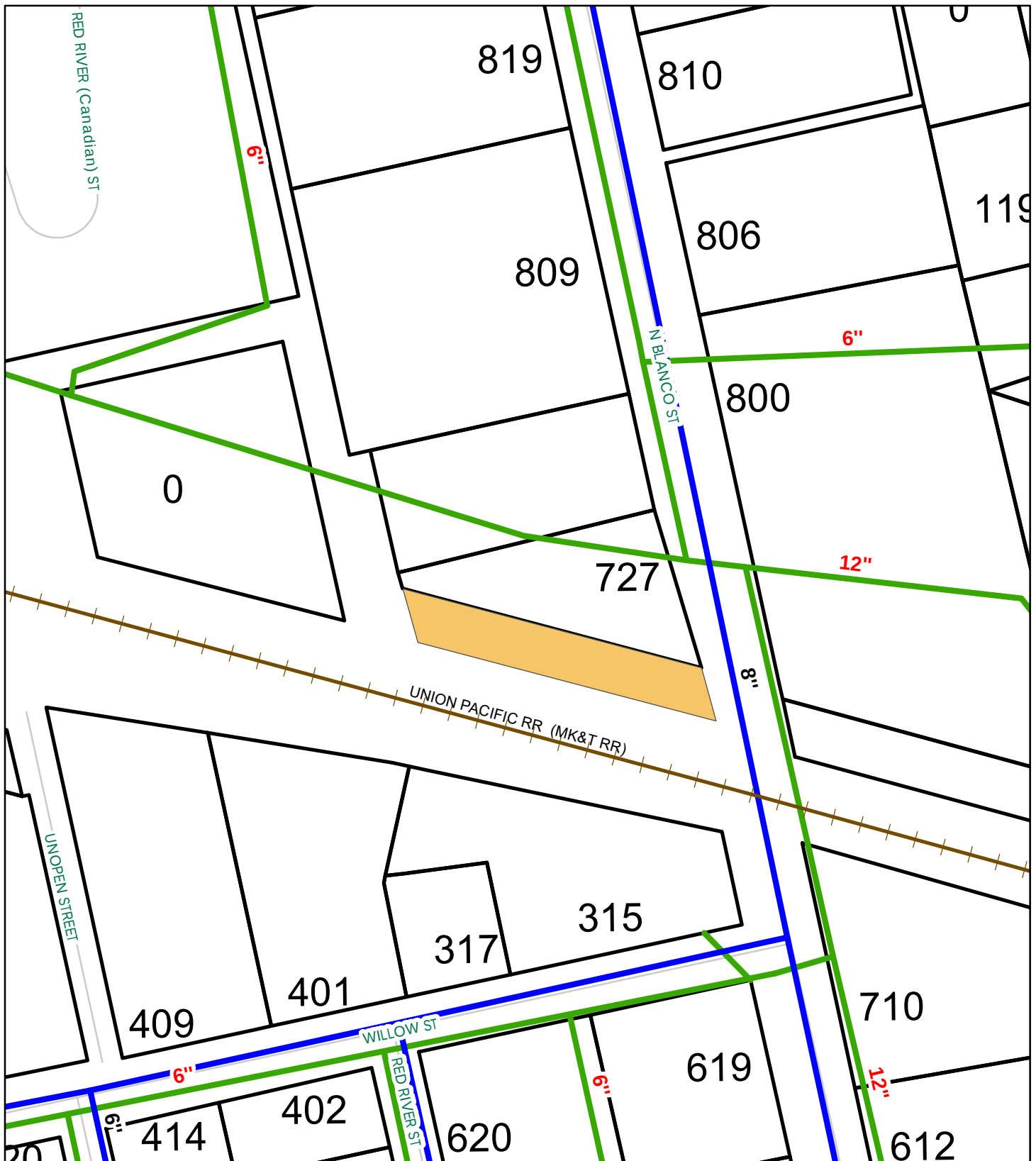
Kristianna Ortiz [Notary Signature]

Notary Public, State of Texas

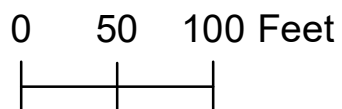
Notary's Printed Name: Kristianna Ortiz

Notary's Commission expires: May 1, 2027





CITY OF
Lockhart
 TEXAS



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey, and represents only the approximate relative location of property boundaries.

Legend	
	40 FT STREET ABANDONMENT
	PARCELS
	WATERLINES
SEWERLINES	
Type	
	Force Main
	Gravity

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

DEED WITHOUT WARRANTIES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CALDWELL

THAT THE UNDERSIGNED, Lew White, Mayor of the City of Lockhart, Texas, acting on behalf of the City and as authorized by the City Council of the City by Ordinance No. 2023-25, hereinafter referred to as "Grantor," for in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid by the Grantees herein, the receipt and sufficiency of which is hereby acknowledged, have granted, sold and quitclaimed, and by these presents do grant, sell and convey unto Grantees, of the County of Caldwell, all of the Grantor's interest in the unnamed alley depicted on the attached Exhibit "A," the same having been abandoned by Grantor by City of Lockhart Ordinance No. 2023-25, the Grantees being the owners of real property adjacent to said unnamed alley, each Grantee's ownership being to the center of the unnamed alley being abandoned, and such Grantees being identified as follows:

Grantee: Amy Capell Harrell

222 Sandhill Dr. Lockhart, TX 78644

TO HAVE AND TO HOLD the above-described premises unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever. This conveyance is made without warranty, express or implied.

EXECUTED this ____ day of _____, 2023.

Steven Lewis, City Manager
City of Lockhart, Texas

Attest:

Julie Bowerman, Interim City Secretary

THE STATE OF TEXAS

COUNTY OF CALDWELL

The foregoing instrument was acknowledged before me on the _____ day of _____, 2023 .

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY:

MY COMMISSION EXPIRES:

Exhibit B

Current Owner and/or Adjoining Property Owner Abandonment Consent Letter

AMY CAPELLO HARRELL has reviewed the attached Exhibit "A", has no objection, and hereby consents to the vacation/abandonment of the street and/or alley right-of-way as illustrated on Exhibit A.

THE UNDERSIGNED WILL HOLD THE CITY OF LOCKHART, TEXAS HARMLESS AND INDEMNIFY IT AGAINST ALL SUITS, COSTS EXPENSES AND DAMAGES THAT MAY ARISE OR GROW OUT OF SUCH ABANDONMENT.

Owner Signature: Amy Harrell Date: 11/15/23

Owner Printed Name: Amy Harrell

Owner Mailing Address: 222 Sandhill Dr. Lockhart TX

Property Address: 727 N. BLANCO STREET

PROPERTY ID 18356

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

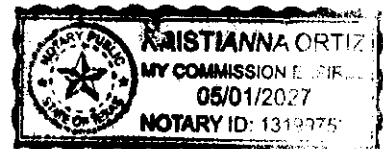
This instrument was acknowledged before me on this the date of 15th day of November

Kristianna Ortiz [Notary Signature]

Notary Public, State of Texas

Notary's Printed Name: Kristianna Ortiz

Notary's Commission expires: May 1, 2027



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Approve obtaining a 15' wide utility easement on the properties of Lot 4 and Lot 5 of Block C of the Oakview Annex Addition (known as 1003 Neches Street and 1005 Neches Street) in the interest of public purpose and authorizing the City Manager to sign the easement document.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The properties known as 1003 and 1005 Neches Street have an existing 12" wastewater main running between the properties. Occasionally, historic utilities built many years ago do not have documented easements, so it is necessary to establish an easement to protect the active utility. Each property is dedicated a 7.5' easement, for a total width of 15' (shown in Exhibit A & B). Trinity Square, the adjacent property, recently dedicated their portion of the easement to the City as well. These easements will create a uniform easement so city staff can provide maintenance of the existing utility.

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 recommends approval of the utility easement document.

LIST OF SUPPORTING DOCUMENTS: 1003 and 1005 Neches Easement

AFFIDAVIT

GRANT OF EASEMENT FOR SEWER LINE

WHEREAS, Austex Land Associates LLC (Mike Gurunath) do hereby grant to the City of Lockhart a 15' wide easement for purposes of a Sewer Line and being 7.5' on the SOUTH Side of Lot 4, Oakview Annex Addition in Block C and 7.5' off the NORTH Side of Lot 5 in Block C, according to the Map or Plat recorded in Volume 234 Page 641 of the Deed Records of Caldwell County, Texas, and erroneously shown on JESCO SUBDIVISION recorded in Plat Cabinet D SLIDE 101. This document is agreed to as shown in attached EXHIBITS A & B.

AUSTEX LAND ASSOCIATES LLC:
Mike Gurunath
1507 Century Oaks Dr
Lockhart TX 78644

CITY OF LOCKHART:
City Manager:
Steve Lewis

Signature: 

Signature: _____

Date: 11/17/23

Date: _____

State of Texas:

Caldwell County TX:

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED:

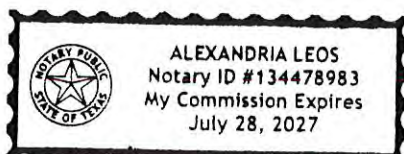
Mike Gurunath Representative for:

(AUSTEX LAND ASSOCIATES, LLC.), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING DOCUMENT, AND HE ACKNOWLEDGE BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS STATE HEREON.

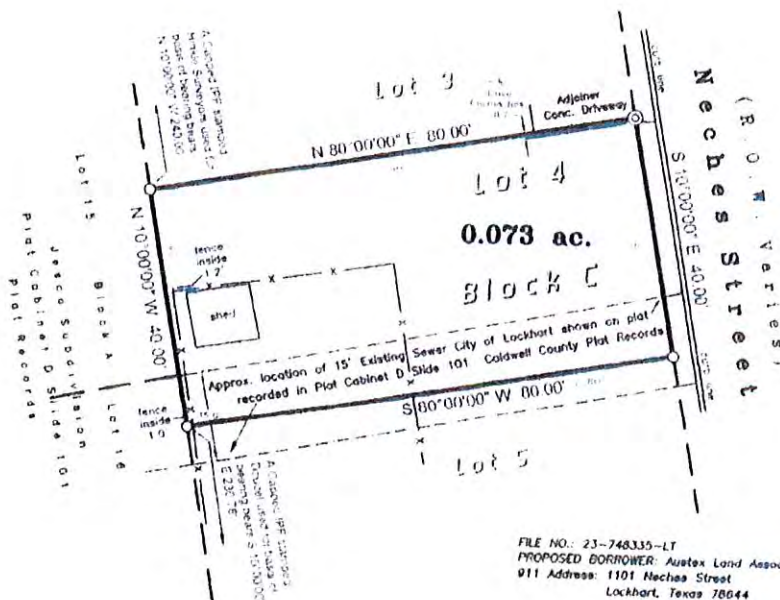
NOTARY PUBLIC, STATE OF TEXAS:



SEAL:



City of Lockhart Caldwell County, Texas
Oakview Annex Addition Lot 4 in Block C

[illegible]

FILE NO.: 23-748335-LT
PROPOSED BORROWER: Austex Land Associates, LLC
911 Address: 1101 Neches Street
Lockhart, Texas 78644

Showing Lot 4 in Block C, of OAKVIEW ANNEX ADDITION to the City of Lockhart, Caldwell County, Texas according to the map or plat thereof recorded in Volume 234 Page 641 of the Deed Records of Caldwell County, Texas and the improvements as found situated thereon. I do hereby certify to AUSTEX LAND ASSOCIATES, L.L.C. that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on August 9, 2023 (2) I have shown or noted all recorded easements or right of ways listed in the title report provided by Capital Title of Texas, L.L.C. Lockhart, Texas File No. 23 748335 - 1 effective date July 30, 2023 and shown all observable evidence of easements on the ground. There are no encroachments, exclusions, conflicts nor any shortages in area nor boundary other than shown hereon. THIS SURVEY IS CERTIFIED TO THE PERSON(S) / COMPANY SHOWN HEREON AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS TRANSACTION OR FOR ANY PERSON(S) / COMPANY NOT LISTED HEREON. Only those points containing the raised Surveyor's seal and an original LIVE signature should be considered official and relied upon by the user.

○ CAPED 1/2" IRON PIN SET
 STAMPED "HINGLE SURVEYORS"
 ORIGINAL DEEDED CALLS
 -X- FENCES MEANDER
 (X) 2" IN CONCRETE
 UNLESS OTHERWISE NOTED

Field Book: d.c	Drawn By: JLM JLM
Job No 20232201	Drawing: 20232201-1-14.dwg
Date: August 2023	Word Disk: Begin 00012023
Surveyed By: JLM JLB	Autocad Disk: Begin 00012023

HINKLE
SURVEYORS

P.O. Box 1027 1106 S. Main Street Lockhart, TX 78644
Ph (512) 398-2000 Fax (512) 398-7683 Email contact@hinklesurveyors.com Firm Registration No. 100886 (a)



EXHIBIT "B"

City of Lockhart Caldwell County, Texas Oakview Annex Addition Lot 5 in Block C

General Notes

1. Before depicting this plat on any location, the surveyor has selected a suitable location for the survey, and the surveyor has determined the location of the survey monument.

2. The property shown here is not to be used for public roads or

3. The surveyor has determined the location of the survey monument, and the surveyor has determined the location of the survey monument.

4. Approximate location of the survey monument is shown on the plat, and the surveyor has determined the location of the survey monument.

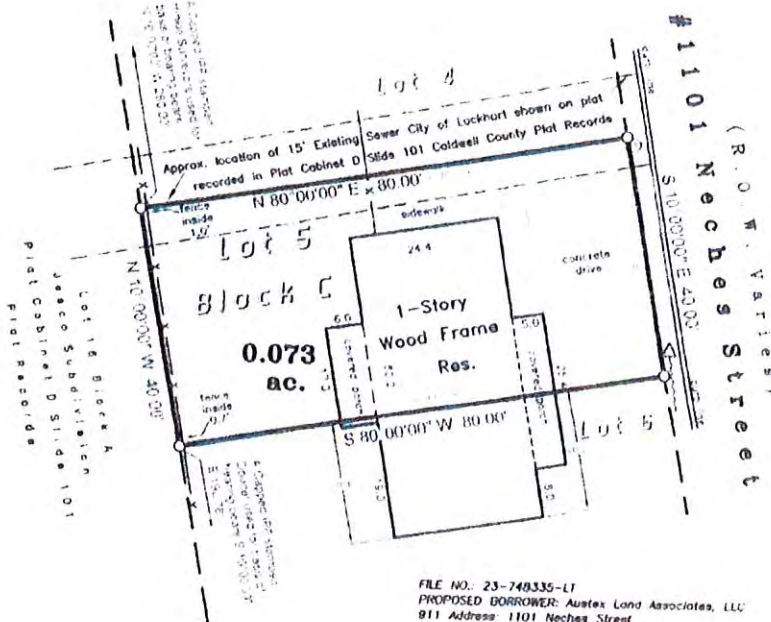
5. THIS PLAT IS FOR USE WITH THE CITY OF LOCKHART, TEXAS.

6. THE SURVEYOR HAS DETERMINED THE LOCATION OF THE SURVEY MONUMENT, AND THE SURVEYOR HAS DETERMINED THE LOCATION OF THE SURVEY MONUMENT.

7. THE SURVEYOR HAS DETERMINED THE LOCATION OF THE SURVEY MONUMENT, AND THE SURVEYOR HAS DETERMINED THE LOCATION OF THE SURVEY MONUMENT.



Scale 1"=20'



FILE NO. 23-748335-LT
PROPOSED BORROWER: Austex Land Associates, LLC
811 Address 1101 Naches Street
Lockhart, Texas 78644

SURVEY DRAWING

Showing Lot 5 in Block C, of OAKVIEW ANNEX ADDITION to the City of Lockhart, Caldwell County, Texas, according to the map or plat thereof recorded in Volume 274 Page 641 of the Deed Records of Caldwell County, Texas, and the improvements as found and stated therein. I do hereby certify to AUSTEX LAND ASSOCIATES, LLC, that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on August 9, 2023, (2) I have shown or noted all recorded easements or right of ways listed in the report provided by Capital Title of Texas, LLC, Lockhart, Texas, File No. 23-748335-LT effective date July 30, 2023, and shown all observable evidence of easements on the ground. There are no encroachments, prohibitions, conflicts or any shortages in area nor boundary other than shown hereon. THIS SURVEY IS CERTIFIED TO THE PERSON(S) / COMPANY SHOWN HEREON AND ITS CONTENTS GUARANTEED FOR USE WITH THIS ONE TRANSACTION ONLY DATED THIS DATE. THE SURVEYOR SHALL INCUR NO LIABILITY FOR ANY USE OF THIS SURVEY BEYOND THIS TRANSACTION OR FOR ANY PERSON(S) / COMPANY NOT LISTED HEREON. Only those prints containing the signed surveyor's seal and an original "LIVE" signature should be considered official and relied upon by the user.

LEGEND

- CAPED 1/2" IRON PIN SET
- STAMPED "HINKLE SURVEYORS"
- SIGN
- △ EL POLE
- GUY WIRE
- ORIGINAL DEEDED CALLS
- x- FENCES MEANDER
- CONCRETE
- UNLESS OTHERWISE NOTED

Field Book: d.c.	Drawn By: JLN LHI
Job No. 2023201	Drawing: 2023201-Lot5.dwg
Date: August 2023	Word Disk: Begin 08012023
Surveyed By: JLN JDB	Autocad Disk: Begin 08012023

HINKLE
SURVEYORS

P.O. Box 1027 1109 S. Main Street Lockhart, TX 78644
Ph: (512) 398-7000 Fax: (512) 398-7683 Email: contact@hinklesurveyors.com Firm Registration No. 100885-00

Hinkle Surveyors, 2023



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Approve participation in the Texas Department of Transportation's on-going grant for the Routine Airport Maintenance Program (RAMP) and authorizing the Public Works Director to submit required documents for the grant.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Municipal Airport participates in the Texas Department of Transportation Routine Airport Maintenance Program annually. The grant program offers a way for public airports to offset maintenance costs for eligible projects and maintenance expenses. Previous year's projects included fuel terminal replacement, pavement repairs, lighting upgrades and general maintenance. This year, the Texas Department of Transportation's Commission increased the State's participation from \$50,000 to \$100,000 and decreased the Sponsor's match (City) from 50% to 10%. This increase in funding will allow for more substantial improvements at the airport and allow the Lockhart Municipal Airport to advance projects intended for the near future, such as fencing upgrades and additional lighting/safety improvements.

The Lockhart Municipal Airport remains subject to the City's purchasing policy. The grant is a reimbursable program that requires all eligible invoices documented and submitted to the State. Authorizing the Public Works Director/Airport Manager to submit documentation is necessary for

PROJECT SCHEDULE (if applicable): FY 23-24

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Airport Fund

Construction/Project Improvement (580-5780-911-00) 10% City Match upto \$11,111.11

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends participation in the

City of Lockhart, Texas

Council Agenda Item Cover Sheet

RAMP grant program for the continued maintenance of the Lockhart Municipal Airport and recommends authorizing the Public Works Director/Airport Manager to submit the required documents for the grant.

LIST OF SUPPORTING DOCUMENTS: PDFMailer10115023

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2414LOCK

Part I - Identification of the Project

TO: The City of Lockhart, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Lockhart, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LOCKHART - LOCKHART MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Lockhart, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Lockhart, Texas

Sponsor

Sponsor Signature

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Attachment A
Scope of Services
TxDOT Project ID: M2414LOCK

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Lockhart, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2414LOCK

The City of Lockhart does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Lockhart, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Lockhart will comply with all

(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Lockhart spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Lockhart will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2414LOCK

The City of Lockhart designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Lockhart, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Approve updated agreement with LCRA and McCoy Tree Service for tree trimming in the right-of-way and utility easements.

ORIGINATING DEPARTMENT AND CONTACT: Electric - Bobby Leos

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: It is recommended that the City continue the tree trimming program with McCoy Tree Service in an effort to reduce voltage flicker, outages, losses, and improve public safety and satisfaction. Trees in close contact with power lines and tree limbs falling onto power lines are the most common causes of outages. Downed power lines caused by falling trees are a public safety hazard. Utilities that fail to maintain a tree trimming program frequently experience higher than normal expenses during severe storm conditions, which include overtime, purchase of additional inventory to replace damaged poles, wires, and electric equipment. McCoy was first awarded this project in FY 2019-20 during the March 3rd, 2020 council meeting. There was no renewal clause in the contract but we were very satisfied with the work they completed around the city.

If approved, McCoy's Tree Service advised they can begin pruning in early January 2024. Trimming oak trees during the winter months (December - February) is an industry best practice to mitigate potential causes of Oak Wilt. Staff anticipates funding appropriated in this year's adopted FY 2023-24 budget will continue tree trimming services through March 2024.

McCoy Tree Service specializes in vegetation management for the electric utility industry. Their pruning methods comply with industry standards for safety and tree care, and are endorsed by the International Society of Arboriculture and Tree Care Ind. Additional information regarding the city's tree trimming program can be found on the city website: www.lockhart-tx.org/page/elec_tree_trimming. Funding for this program is incorporated into the city's existing electric utility rates. There is no additional charge to the customer for these services.

PROJECT SCHEDULE (if applicable): Estimated 7 weeks with 7 person crew

AMOUNT & SOURCE OF FUNDING:

Funds Required: 130,000.00

Account Number: 500-5745-299

Funds Available: 130,000.00

Account Name: Other Contracts & Services

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Electric Superintendent recommends continued work with McCoy Tree Service

LIST OF SUPPORTING DOCUMENTS: McCoy Service Contract

**CUSTOMER
SERVICES CONTRACT**

CUSTOMER: City of Lockhart
P.O. Box 239
Lockhart, TX 78644
Bobby Leos

DATE SUBMITTED: October 1, 2023

SCOPE OF SERVICES:

JOB NUMBER:

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy"). The City will specify which lines McCoy is to clear prior to the start of work.

Per hour rates will depend on individual classification of each employee. (See attached rate schedule). McCoy will bill Customer directly, on a weekly basis, and Customer will pay invoices directly to McCoy in accordance with the terms and conditions of the Agreement.

Scope of Tree Trimming:	Estimated at 7.75 crew-weeks of trimming
Estimated Services Value:	\$ 121,916.80 per year (direct charge from McCoy)
Total Amount of Services (Includes LCRA Fee):	\$ 128,012.64 Estimate

See Attached Terms and Conditions.

SCHEDULE:

Customer and McCoy will determine a mutually acceptable time for the start of services. Services have a target start date of September 25, 2023 with a 4 week completion

CONTRACT PRICE:

LCRA Administration Fee:	\$ 6,095.84
The Administration Fee will be invoiced upon execution of contract. (or invoiced direct as applicable).	

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions on the front and reverse (or attached) sides of this form.

City of Lockhart

Lower Colorado River Authority

By: _____
Title: _____
Date: _____

By: _____
Title: VP,
Trans Construction and Maintenance
Date: _____

OFFICE USE ONLY

Accounting: _____

Approved By: _____
Completion Date: _____

McCoy Rate Schedule
contract #5476

7/23/2021

Personnel Level	Rates	1	Rate
Supervisor/General Foreperson	\$ 61.46	1 \$	61.46
Foreperson	\$ 47.95	1 \$	47.95
Trimmer	\$ 41.40	1 \$	41.40
Equipment			
Chain Saws (each)	0.92	0.9 \$	0.83
Bucket Truck with Chip bed	18.07	15 \$	271.05
Chipper	6.92	5.71 \$	39.51
GF Pickup	14.82	1 \$	14.82

Crew Rate (using Max Rates)			
Supervisor/General Foreperson	\$ 61.46	1 \$	61.46
GF Pickup	\$ 14.82	1 \$	14.82
Foreperson	\$ 47.95	2 \$	95.90
Trimmer	\$ 41.40	4 \$	165.60
Chain Saws (each)	\$ 0.92	6 \$	5.52
Bucket Truck with Chip bed	\$ 18.07	2 \$	36.14
Chipper	\$ 6.92	2 \$	13.84
Total Hourly Crew Rate		\$	393.28
Total Weekly Crew Rate		\$	15,731.20
Total weeks (estimated)	7.75	\$	121,916.80
Total Trimmers		7	
Includes per diem costs for Lodging and meals			

Total (using max rates) \$ 121,916.80 Note: This is the estimated direct
Average/week \$ 15,731.20 charge from McCoy

Actual Charges according to the rate schedule will be billed.

LCRA will bill a fee to cover the cost of scheduling and administering the program
The Administration fee is: \$ 6,095.84

FOR BUDGETING PURPOSES ONLY

Total (LCRA and McCoy)	\$ 128,012.64	7 PERSON CREW
Total (LCRA and McCoy) weekly avg.	\$ 16,517.76	

TERMS AND CONDITIONS

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's tree trimming services contract (the "Agreement") with McCoy Tree Surgery ("McCoy").

LCRA will add a fee to Customer's wholesale power bill to cover administration of this program. The fee is noted on the front of the contract.

The services under this Customer Services Contract are provided pursuant to the Technical Services Agreement between LCRA and the City, dated December 11, 1979 and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from McCoy under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to McCoy, and McCoy will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or McCoy for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between McCoy and Customer. Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2023-20 directing city staff to coordinate with consulting firms and citizen aquatics committee to evaluate potential future aquatics facility sites and return to Council with recommendation.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The existing city pool is over 50 years old and has significant unrepairable damage due to ground movement over time. During the November 15, 2022 City Council Meeting, Council directed city staff to form a citizen aquatics committee tasked to develop an action plan for the construction of a new aquatics facility. A committee was formed consisting of LISD, Caldwell County, Parks Board and City Staff members, and began meeting in January 2023. The committee developed general concepts regarding the community needs for a new aquatics facility and explored potential site locations on existing City and LISD property. On July 18, 2023, a work authorization was approved by Council under the existing General Services Contract with the consulting firm Halff & Associates to provide a feasibility study for the construction of a new aquatics facility, including market analysis and cost predictions for construction and operation. Halff & Associates, in collaboration with Water Technology INC, presented the study results to Council in a Special Work Session on October 23, 2023. Based on the information presented, Council is directing city staff to coordinate with consultant firms and the citizen aquatics committee to make a recommendation on potential site locations.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Approximate project budget is \$8 million

PREVIOUS COUNCIL ACTION: During the November 15, 2022 Council Meeting, city staff was directed to form a citizen committee to develop an action plan for the construction of a new aquatics facility.

During the July 18, 2023 Council Meeting, a work authorization agreement with Halff & Associates was approved for a feasibility study for the construction of a new aquatics facility. The feasibility study results were presented to City Council during a special work session on

City of Lockhart, Texas

Council Agenda Item Cover Sheet

October 23, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: The citizen aquatics committee has been actively involved in all phases of the aquatics facility planning process.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution

LIST OF SUPPORTING DOCUMENTS: RESOLUTION 2023-20 - Aquatics Facility Site Evaluation & Exhibit

RESOLUTION 2023-20

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, IN CONCURRENCE WITH THE CITIZEN AQUATICS COMMITTEE, DIRECTING CITY STAFF TO COORDINATE WITH THE AQUATICS CONSULTING FIRMS AND CITIZEN AQUATICS COMMITTEE TO EVALUATE POTENTIAL FUTURE AQUATICS FACILITY SITES AND RETURN TO CITY COUNCIL WITH A RECOMMENDATION.

WHEREAS, the adopted 2018 Park, Recreation, and Open Space Master Plan notes that the existing city pool has been in service for many years, dating back to the development of the City Park; and

WHEREAS, the pool itself is a functional facility, however any renovation of the facility should consider the current trends in aquatic facilities; and

WHEREAS, the city engaged Halff Associates along with Water Technology Inc. (WTI) to conduct an overall Aquatics Needs Assessment; and

WHEREAS, the city also appointed a Citizen Aquatics Committee to work with and provide feedback to Halff and WTI; and

WHEREAS, the Citizen Aquatics Committee concluded that the existing pool in City Park is over 50 years old and has exceeded its serviceable life, and that a new aquatics facility should be pursued;

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

- SECTION 1.** **The City Council concurs with the recommendation of the Citizen Aquatics Committee to pursue the construction of a new facility, substantially similar to the concept plan developed and attached as Exhibit A.**
- SECTION 2.** **City Council directs city staff to evaluate at least three (3) potential sites, which could include a pool-only option requiring 4-5 acres, or a co-location site with a future City Recreation Center of approximately 10 acres.**
- SECTION 3.** **The city acknowledges that the recommendation of the Citizen Aquatics Committee and Aquatics consulting design firms that a construction budget, excluding land acquisition, is approximately \$8 million.**
- SECTION 4.** **City staff is directed to work with the Citizen Aquatics Committee and Parks Board and bring a recommendation back to City Council for additional consideration.**

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

CITY OF LOCKHART

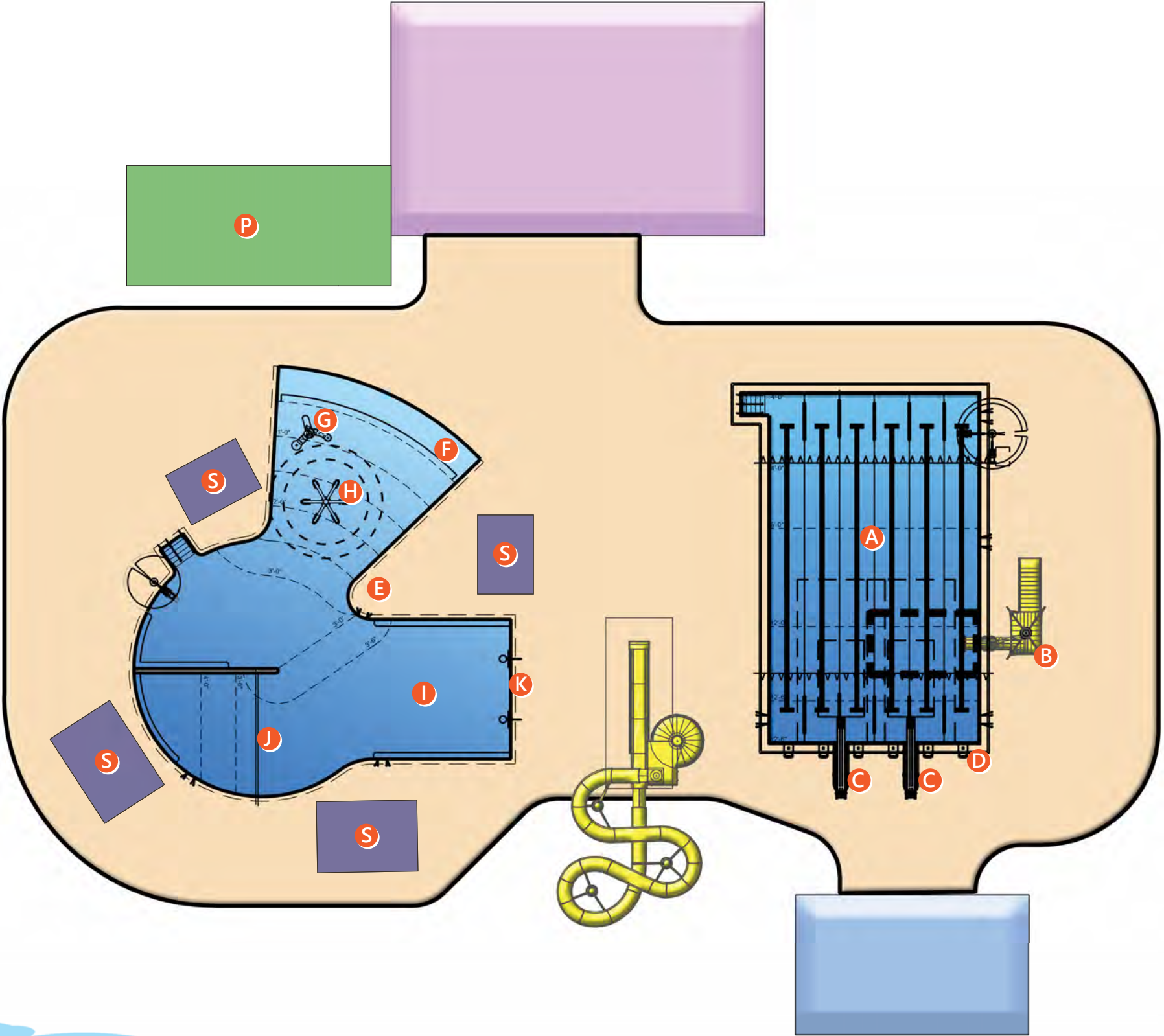
Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney



POOLS & WATER ATTRACTIONS

- A** COMPETITION POOL | 3,400 SQFT | 274,911 GALLONS
- B** DROP SLIDE
- C** 1 METER DIVING BOARD
- D** STARTING BLOCKS
- E** LEISURE POOL | 4,500 SQFT | 88,049 GALLONS
- F** ZERO DEPTH ENTRY
- G** WATER TABLE
- H** SMALL BUCKET DUMP
- I** PROGRAM SPACE
- J** VOLLEYBALL NET
- K** BASKETBALL GOALS

- L** BATHHOUSE
- M** MECHANICAL ROOM
- N** SLIDE
- P** PAVILLION
- S** SHADE

BATHER LOAD
 COMPETITION POOL: 163 BATHERS
 LEISURE POOL: 300 BATHERS

EXHIBIT A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action regarding appointing two Representatives of the City of Lockhart to the General Assembly of the Capital Area Council of Governments (CAPCOG).

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: CAPCOG, formed in 1970, serves as an advocate, planner and coordinator on regional issues in the 10-County encompassing Austin-Round Rock-Georgetown Metropolitan Statistical Area. The CAPCOG General Assembly serves as their governing body for purposes of selecting the Executive Committee, adopting operational bylaws and budget, determining membership dues, and guiding the organization's mission. The CAPCOG bylaws provide that Associate members (governmental agencies) can appoint "Sustaining members" (a non-voting representative) which is a person or organization with a positive interest in the welfare of the region. At least 2/3 of the General Assembly's voting representatives must be elected officials.

Based on the population estimates of the City of Lockhart, CAPCOG indicates that the city qualifies to have two representatives on the General Assembly. The General Assembly meets at least twice per year. CAPCOG requests that the city update our designated representatives which are currently Mayor Lew White and Councilmember Jeffry Michelson. Other Caldwell County General Assembly members include: Judge Haden, Commissioner Westmoreland, Mayor Watts, (Luling), and Mayor Glaze (Martindale).

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: CAPCOG Board Appointment Information



6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744-2306
Ph: 512-916-6000 Fax: 512-916-6001
www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

General Assembly Representation Summary for the City of Lockhart

CAPCOG's General Assembly is the organization's governing body for the purposes of selecting the Executive Committee, amending the council's bylaws, adopting budgets, determining membership dues, and guiding the organization's mission. Each CAPCOG member appoints representatives to serve as their voice on the General Assembly, and every year CAPCOG provides a list to ensure member's representative are current. According to the CAPCOG bylaws, full members — counties and municipalities — are entitled at least one representative on the General Assembly; however, they can have additional representatives based on their population as shown below:

Counties	Municipalities	No. of Representatives
Under 20,000	Under 10,000	1
20,000-100,000	10,000-50,000	2
100,000+	50,000-100,000	3
-----	100,000+	4

Associate members — special government districts, school districts, nonprofits, utilities, chambers of commerce, and other governmental agencies — can appoint one representative to the General Assembly. Sustaining members, any person or organization with a positive interest in the welfare of the region, can participate as a non-voting General Assembly representative. At least two-thirds of the General Assembly's voting representatives must be elected officials.

Based on the US Census' most recent population estimates and CAPCOG's bylaws, the **City of Lockhart** qualifies for **2 representative(s)** on the General Assembly. Its current representatives are:

- **Mayor Lew White**
- **Council Member Jeffry Michelson**

Please provide any updates to **City of Lockhart's** representative(s) by completing the attached form. More information about CAPCOG's General Assembly representation is at <https://www.capcog.org/who-we-are/general-assembly/>.

As a reminder, General Assembly Representatives are invited to the September 13th General Assembly Meeting at the Austin SouthPark Hotel, 4140 Governors Row in Austin. Representatives can RSVP at <https://training.capcog.org/classes/general-assembly/>.



APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties: Official appointments are made at Commissioners Court.
Cities, Towns, Villages: Official appointments are made at City Council meetings.
Organizations: Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

_____ City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

City, County, or Organization being represented

Name of Representative

Position

Address

City, Zip Code

Telephone Number

Fax Number

Email address (General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)

Check One:

_____ Reappointment

_____ Filling Vacancy

_____ Changing Representative

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly

Representative for the above entity on _____.

Date of Meeting

Signature of Chief Elected Official/Chair of Governing Board

Date

Email this form to mcanales@capcog.org or fax it to 512-916-6001. For questions about completing this form, call Mason W. Canales at 512-916-6163.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2023-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2024 to December 31, 2025.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: During the September 19, 2023 meeting, the Council approved Resolution 2023-14 that listed Alfredo Munoz and Sally Daniel as the City of Lockhart's nominations to be placed on a ballot for the CCAD Board of Directors that consists of five members. Attached is the ballot that the City received from the Caldwell County Appraisal District (CCAD) requesting that each taxing entity cast votes for the CCAD Board of Directors for the term of office from January 1, 2024 to December 31, 2025. The ballot consists of 6 candidates running for 5 Director positions. The Director will serve a two-year term beginning on January 1 of even numbered years. The City of Lockhart is entitled to cast 478 votes. The Council may cast all votes for one candidate or may distribute the votes among any number of candidates up to 478 votes. The deadline to submit the votes to the CCAD is December 15, 2023. Staff will submit the necessary documentation to the CCAD after the Council has cast their vote(s).

In 2021, the Council cast 127 votes for Alfredo Munoz and 300 votes for Sally Daniel.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On September 19, 2023, Council approved Resolution 2023-14 nominating Alfredo Munoz and Sally Daniel to be placed on the ballot for CCAD Board of Directors.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Resolution 2023-19, Notice from CCAD, List of current Board of Directors

City of Lockhart, Texas

Council Agenda Item Cover Sheet

RESOLUTION 2023-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS
CASTING VOTES FOR DIRECTOR(S) TO SERVE ON THE CALDWELL COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF OFFICE FROM
JANUARY 1, 2024 TO DECEMBER 31, 2025.**

WHEREAS, the City of Lockhart is entitled to cast 478 votes for one or more nominee's to serve on the Caldwell County Appraisal District Board of Directors; and,

WHEREAS, the deadline to cast and submit these votes to the Chief Appraiser is December 15, 2023; and,

WHEREAS, the City Council has duly considered the nominations and taken a vote in a public setting at a regular meeting of the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lockhart City Council hereby casts 478 votes for nominee(s) to serve on the Caldwell County Appraisal District Board of Directors as documented in "Exhibit A" as attached.

This Resolution shall be in full force and effect immediately upon its Passage, Approval and Adoption on this the 21st day of November 2023.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

**ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2024-2025 TERM**

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Kathy Haigler	_____
Linda Hinkle	_____
Matthew McGovern	_____
Alfredo Munoz	_____

TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County-----	1614
City of Lockhart-----	478
City of Luling-----	110
City of Martindale-----	24
City of Mustang Ridge-----	9
City of Niederwald-----	4
City of San Marcos-----	19
City of Uhland-----	2
Lockhart ISD-----	1929
Luling ISD-----	364
Prairie Lea ISD-----	126
Hays ISD-----	92
Gonzales ISD-----	30
San Marcos ISD-----	166
Waelder ISD-----	23
Austin Comm. College-----	8
 TOTAL-----	 4998

Exhibit A

Original to Joseph R.
Scanned copies to
Lew White,
Steve Lewis

Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

OCT 26 2023

RECVD. BY: JA
TIME RECVD: 10:00 am

DATE: October 24, 2023
TO: Presiding Officers
FROM: Shanna Ramzinski, Chief Appraiser
RE: Selection of Appraisal District Directors

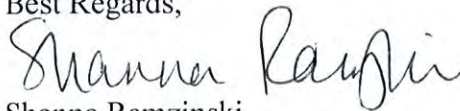
Enclosed you will find your ballot and the number of votes that your taxing unit is entitled to in this election. The upcoming term of office is from January 1, 2024 to December 31, 2025.

Each taxing unit must cast its vote **by written resolution** and submit it to the chief appraiser before December 15, 2023. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. The amount of votes is based on your levy. They can change from year to year. The five candidates receiving the most votes will be declared the winners.

A voting unit must cast its votes for a person nominated and named on the ballot. Votes cast for someone not listed on the ballot cannot be counted.

The ballot should be dated and signed by the presiding officer of the taxing unit and returned along with a copy of the resolution to the Chief Appraiser, Caldwell County Appraisal District, P. O. Box 900, Lockhart, Texas 78644, before December 15, 2023.

Best Regards,



Shanna Ramzinski
Chief Appraiser

Enc: Ballot



211 Bufkin Ln
P.O. Box 900
Lockhart, Texas 78644
United States

PHONE (512) 398-5550
FAX (512) 398-5551
E-MAIL general@caldwellcad.org
WEB SITE www.caldwellcad.org

**ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2024-2025 TERM**

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Kathy Haigler	_____
Linda Hinkle	_____
Matthew McGovern	_____
Alfredo Munoz	_____

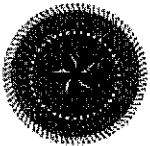
TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County-----	1614
City of Lockhart-----	478
City of Luling-----	110
City of Martindale-----	24
City of Mustang Ridge-----	9
City of Niederwald-----	4
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Prairie Lea ISD-----	126
Hays ISD-----	92
Gonzales ISD-----	30
San Marcos ISD-----	166
Waelder ISD-----	23
Austin Comm. College-----	8
TOTAL-----	4998



(<https://caldwellcad.org>)



(CURRENT)

Board of Directors

Board of Directors

Board Member	Location
Sally Daniel	Lockhart
Kathy Haigler	Dale
Alfredo Munoz	Lockhart
Linda Hinkle	Lockhart
Kayline Cabe	Dale

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider confirmation of Civil Service Commission member appointment of Mr. Carl Cisneros to fill the remainder of the unexpired term of Ms. Yolanda Strey, expiring January 1, 2024 and for a three (3) year term of January 1, 2024 – December 31, 2026 as recommended by the City Manager.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Commissioner Yolanda Strey served on the commission for 7 1/2 years. She has resigned from the commission to accept a nomination to serve on the Lockhart Economic Development Board. According to Civil Service regulations, if a vacancy occurs the City manager shall appoint a person to serve for the remainder of the unexpired term.

Mr. Carl Cisneros has graciously agreed to serve on the commission for the unexpired term that is set to expire January 1, 2024 as well as an additional three-year term from January 1, 2024 - December 31, 2026. Mr. Cisneros is a lifelong resident of Lockhart and has previously served the community as a member of the LISD School Board, on other various boards, and as a volunteer. His career includes 30 years experience with the United States Postal Service, 27 years of which he served as a union steward in labor relations. Mr. Cisneros has also worked for the State of Texas in asset management for 7 years. Both the City Manager and Civil Service Director concur that he will be an asset to the Civil Service Commission.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: Texas Local Government Code Chapter 143.006 (a-c)

Texas Local Government Code Chapter 143.006 (a-c)

Sec. 143.006. IMPLEMENTATION: COMMISSION. (a) On adoption of this chapter, the Fire Fighters' and Police Officers' Civil Service Commission is established in the municipality. The chief executive of the municipality shall appoint the members of the commission within 60 days after the date this chapter is adopted. Within 30 days after the date the municipality's first full fiscal year begins after the date of the adoption election, the governing body of the municipality shall implement this chapter.

(b) The commission consists of three members appointed by the municipality's chief executive and confirmed by the governing body of the municipality. Members serve staggered three-year terms with the term of one member expiring each year. If a vacancy occurs or if an appointee fails to qualify within 10 days after the date of appointment, the chief executive shall appoint a person to serve for the remainder of the unexpired term in the same manner as the original appointment.

(c) A person appointed to the commission must:

- (1) be of good moral character;
- (2) be a United States citizen;
- (3) be a resident of the municipality who has resided in the municipality for more than three years;
- (4) be over 25 years of age; and
- (5) not have held a public office within the preceding three years.

(c-1) Notwithstanding Subsection (c)(5), the municipality's chief executive may reappoint a commission member to consecutive terms. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body.

(c-2) Subsection (c)(5) does not prohibit the municipality's chief executive from appointing a former commission member to the commission if the only public office held by the former member within the preceding three years is membership on:

- (1) the commission; or
- (2) the commission and the municipality's civil service board for employees other than police officers and firefighters through a joint appointment to the commission and board.

(c-3) Subsections (c-1) and (c-2) do not apply to a municipality with a population of 1.5 million or more.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 21, 2023

AGENDA ITEM CAPTION: Discussion and/or action to consider adoption of Ordinance 2023-26 regarding a Budget Amendment to the adopted FY 2023-24 budget to complete the purchase of body-worn cameras related to state grant funding.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: On November 16th, 2021, City Council approved a resolution authorizing the submittal of the Body Worn Camera (BWC) Program grant through the Office of the Governor.

The grant was awarded to the City of Lockhart and the funds are available for reimbursement. The police department ordered twenty-nine (29) Motorola WaV300 Body Worn Cameras, including cloud storage and accessories, using these grant funds. The body worn cameras have been received and are currently in use. They were procured from Motorola Solutions, Inc., which is an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative and Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.

The total cost for the BWC Program is \$85,260.00. The grant will reimburse 75% of the total program cost. Budget Amendment #73 is needed to allocate funding in the FY 2023-24 Adopted Budget for the remaining balance of \$68,208.00 to complete the purchase of the body worn cameras. This budget amendment includes the receipt of grant funds from the Texas Governor's Grant Program in General Fund revenues.

A partial payment of \$17,052.00 for the body worn cameras was made in FY 2022-23.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$68,208.00

Account Number: 100-5317-926-00

Funds Available: 0

Account Name: Radio & Communication Equipment

FISCAL NOTE (if applicable): The proposed budget amendment will increase the Police Department's FY 2023-24 adopted budget appropriation by \$68,208.00. The proposed budget amendment will also increase the General Fund revenues by \$63,945.00. Unrestricted General Fund - Fund Balance will be used to fund the net cost of \$4,263.00 for this one-time expenditure in FY 2023-24.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Total Program Cost	\$85,260.00
Partial Payment - 05.05.2023	\$17,052.00
Remaining Balance	\$68,208.00

Total Program Cost (100%)	\$85,260.00
Grant Reimbursement (75%)	\$63,945.00
City Match (25%)	\$21,315.00

PREVIOUS COUNCIL ACTION: On November 16th, 2021, City Council approved Resolution 2021-20 authorizing the submittal of the Body Worn Camera (BWC) Program grant through the Office of the Governor (OOG).

On June 7th, 2022, City Council approved Resolution 2022-26 approving the purchase of body-worn cameras for the Lockhart Police Department using Office of the Governor grant funds and authorizing the City Manager to execute the necessary documents on behalf of the city.

On October 17th, 2023, City Council approved Resolution 2023-15 designating the Chief of Police as the authorized official for the city's OOG BWC Program grant.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff is recommending approval of the proposed budget amendment.

LIST OF SUPPORTING DOCUMENTS: Ord. 2023-26 - FY 2023-24 Budget Amendment #73, Motorola BWC Invoice, Body Worn Camera Quote, R-2021-20, R-2022-26, R-2023-15, .

ORDINANCE 2023-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; RE-APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN BUDGET AMENDMENT NO. 73; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the Finance Director of the City of Lockhart, Texas has submitted to the Mayor and City Council a proposed amendment to the City of Lockhart, Texas budget of revenues and expenditures/expenses of conducting affairs of said city and providing a complete financial plan for Fiscal Year 2024; and

WHEREAS, the Finance Director has requested a budget amendment to the Police Departmental Budget; and

WHEREAS, the Finance Director has requested a budget amendment to the General Fund Revenue Budget; and

WHEREAS, the Mayor and Council concur with the recommendation of the Finance Director and staff that the budget amendment is to be processed to reflect the proper revenue and expense accounts within the City of Lockhart budget; and

NOW, THEREFORE, be it ordained by the City Council for the City of Lockhart, Texas:

That Ordinance 2023-26 is hereby adopted amending the Police Department budget and General Fund Revenue budget for Fiscal Year 2023-2024 as the same are contained in Budget Amendment 73, which are attached hereto and incorporated herein for all purposes.

This Ordinance shall be and remain in full force and effect from and after its final passage and publication in accordance with existing statutory requirements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

CITY OF LOCKHART

Lew White, Mayor

Attest:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

Amendment No. 73

**MOTOROLA SOLUTIONS****Motorola Solutions, Inc.**

500 West Monroe

Chicago IL 60661

United States

Federal Tax ID: 36-1115800Visit our website at www.motorolasolutions.com**ORIGINAL INVOICE**

Transaction Number 1187109971	Transaction Date 25-OCT-2023	Transaction Total 68,208.00 USD
P.O. Number 1742637	P.O. Date	Customer Account No 1012336310
Payment Terms Net Due in 30 Days		Payment Due Date 24-NOV-2023
Bill To Address LOCKHART POLICE DEPT, CITY OF ATTN: Accounts Payable 214 BUFKIN LN LOCKHART TX 78644 United States	Project No: USTX22D157WG Project Name: USTX22D157WG City of	Ship To Address LOCKHART POLICE DEPT, CITY OF 214 BUFKIN LN LOCKHART TX 78644 United States

IMPORTANT INFORMATION**Sales Order(s):** USS102123818

For all invoice payment inquiries contact
 AccountsReceivable@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS**General Comment:** THIS IS NOT A SHIPPING INVOICE. IT IS BEING GENERATED PER THE CUSTOMER'S REQUEST.

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	116	588.00	68,208.00
2	SSV00S01450B	LEARNER LXP SUBSCRIPTION	116	0.00	0.00
3	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	116	0.00	0.00
4	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS	116	0.00	0.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 1187109971	Customer Account No 1012336310	Payment Due Date 24-NOV-2023	Transaction Total 68,208.00 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LOCKHART POLICE DEPT, CITY OF
 ATTN: Accounts Payable
 214 BUFKIN LN
 LOCKHART TX 78644
 United States

Send Payments To:**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.

P.O. BOX 404059

Atlanta GA 30384

United States

Please provide your remittance details to:

US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Billing Address:
LOCKHART POLICE DEPT, CITY
OF
LOCKHART, CITY OF
P O BOX 239
LOCKHART, TX 78644
US

Shipping Address:
LOCKHART POLICE DEPT, CITY
OF
214 BUFKIN LN
LOCKHART, TX 78644
US

Quote Date:04/15/2022
Expiration Date:07/14/2022
Quote Created By:
Christopher Morgan
Regional Sales Manager
Chris.Morgan@
motorolasolutions.com
5127559006

End Customer:
LOCKHART POLICE DEPT, CITY OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Summary:

HGAC
EF04-2104-21

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	29	5 YEAR	\$4,140.00	\$2,940.00	\$85,260.00	
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,C ONFIG,PM	1		Included	Included	Included	
3	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	29		Included	Included	Included	3 YEAR
4	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
5	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	29	5 YEAR	Included	Included	Included	
6	WGW00300-003	V300 NO FAULT WARRANTY	29	5 YEAR	Included	Included	Included	

Grand Total

\$85,260.00(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$24,012.00	\$17,052.00
Year 2 Subscription Fee	\$24,012.00	\$17,052.00
Year 3 Subscription Fee	\$24,012.00	\$17,052.00
Year 4 Subscription Fee	\$24,012.00	\$17,052.00
Year 5 Subscription Fee	\$24,012.00	\$17,052.00
Grand Total System Price	\$120,060.00	\$85,260.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.







V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of purchased body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, and third-party partners. The third-party partner(s) will work on Motorola's behalf to install your in-car video system(s).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the Execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, the Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

CJIS INFORMATION

Motorola will provide state of residency and fingerprint cards for any employee requiring physical or logical access to unencrypted NCIC/III or CHRI data so Customer can conduct a criminal background investigation. A criminal background investigation is also required for Motorola employees who need access to Criminal Justice Information Systems (CJIS) containing unencrypted NCIC/III or CHRI data.

If the Customer requires a different method for a Motorola employee to access CJIS, Motorola will work with the Customer to complete this documentation in a timely manner.



COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola's PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who assume ownership of the system early and take an active role in the delivery and educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.



- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- The installation and configuration of system devices.
- Provide instructions to the Customer on the installation and configuration of system devices.
- Review equipment setup with the Customer.
- Develop and submit a Trip Report to the Customer.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's list of responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify the tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review the Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume the responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure. IT Support must be familiar with connectivity to internal, external and third-party systems where the proposed system will interface.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software, interfaces and functionality of the system.



- Participate along with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following (if applicable):

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) the Customer will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.



Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and equipment as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.



- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at time of offer acceptance. Delay in completing the IT Questionnaire will delay shipment of equipment.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purposes of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.



- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no more than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION**EQUIPMENT PROCUREMENT AND INSTALLATION**

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power
- Heating/Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling



If Motorola and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Install backend equipment (server) in the Customer's designated area.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- If applicable, for an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- If applicable, install Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- Provide a Trip Report outlining the activities completed during installation.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection.
- If applicable, install Customer-supplied Access Point(s) (APs).
- If applicable, verify APs are properly installed and connected to the network.
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

If the Customer and/or its subcontractors are responsible for the installation, the responsibilities outlined below will apply to Motorola and the Customer.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

In-Car Video System (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) in Customer-provided vehicle(s) per Motorola installation guidelines. The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.



Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities.
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
- Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If applicable, for license plate recognition (LPR) installations, an MDT is required for all vehicles. Motorola is not responsible for any delays associated with the Customer fulfilling their obligations per this SOW.

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the evidence management system.

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked back in a Transfer Station or USB dock.



- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

If the body-worn camera(s) and Transfer Station(s) are part of a remote deployment, the following responsibilities will apply to Motorola and the Customer.

License Plate Recognition Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN or PlateSearch) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user(s) emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlist.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- If applicable, delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.



VideoManager EL (if applicable)

The VideoManager EL software is an on-premise solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations / mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- If applicable, for Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.



- Provide Customer with the information for setting up the IPSEC tunnel.
- Create an IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the components.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure the optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-prem evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.



DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's evidence management system and the Customer's third-party system may consist of an iterative series of activities depending upon the complexity with accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the applicable system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided within 10 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.



Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on boarding, assist the Customer with LXP usage.
- Create and maintain user role Learning Paths defined by the Customer.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.
- Request additional subscriptions to access LXP by providing user credential information.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Provide signatory approval on the System Acceptance Certificate signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ESSENTIAL SERVICE FOR V700 BODY WORN CAMERA DEVICE (NORTH AMERICA)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. DESCRIPTION OF SERVICES AND OBLIGATIONS

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. ESSENTIAL SERVICE

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution



1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.



At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. MOTOROLA SOLUTIONS RESPONSIBILITIES

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManager EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,



Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. CUSTOMER RESPONSIBILITIES

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.



WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. ESSENTIAL SERVICE LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. MOTOROLA SOLUTIONS IS NOT OBLIGATED TO PROVIDE SUPPORT FOR ANY DEVICE:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE REPAIR AND ADVANCED REPLACEMENT

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are



automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT LIMITATIONS AND RESTRICTIONS

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing "Accidental Damage" repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.



RESOLUTION 2021-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR THE BODY WORN CAMERA PROGRAM UPGRADE TO THE OFFICE OF THE GOVERNOR.

WHEREAS, the City of Lockhart finds it in the best interest of the citizens of Lockhart, that the **Body Worn Camera Program** be operated for the 2022 year: and

WHEREAS, the City Council of the City of Lockhart, Texas agrees to provide applicable matching funds for the said project as required by the Body-Worn Camera Program grant application; and

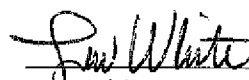
WHEREAS, the City of Lockhart agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Lockhart assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Lockhart designates Police Chief Ernest Pedraza as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Lockhart approves submission of the grant application for the **Body Worn Camera Program** to the Office of the Governor.

Passed and Approved this 16th day of November, 2021.

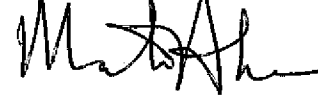
CITY OF LOCKHART


Lew White, Mayor

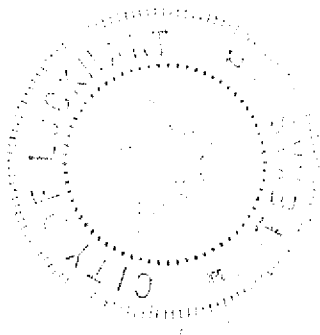
ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Monte Akers, City Attorney

Grant Number: **4366701**



**A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, APPROVING
THE PURCHASE OF BODY-WORN CAMERAS FOR THE LOCKHART
POLICE DEPARTMENT USING TEXAS GOVERNOR GRANT FUNDS
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
NECESSARY DOCUMENTS ON BEHALF OF THE CITY**

WHEREAS, by Resolution No. 2021-20, approved on November 16, 2021, the City Council of Lockhart approved the submission of an application for a grant from the Texas Governor's grant program for the purchase of body-worn cameras, such approval including a 25% fund match and budgetary amendment; and

WHEREAS, such grant was awarded to the City of Lockhart and the funds are now available for use; and

WHEREAS, the body-worn cameras are available from Motorola Solutions, Inc., which is an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes;
2. The purchase of body-worn cameras, as described in the agenda packet for November 16, 2021, is hereby authorized, using grant funds and matching funds for a total of \$85,260;
3. The City Manager is authorized to execute the necessary documents to acquire the body-worn cameras from Motorola Solutions, Inc.

PASSED AND ADOPTED on this the 7th day of June 2022.

CITY OF LOCKHART

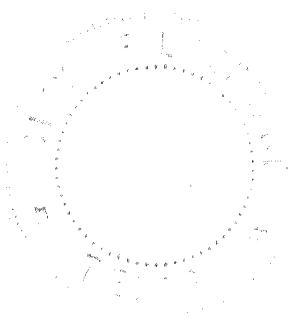

Lew White, Mayor

ATTEST:


Connie Constancio, TRMC, City Secretary

APPROVED AS TO FORM:


Monte Akers, City Attorney



RESOLUTION 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS AUTHORIZING SUBMISSION OF A GRANT APPLICATION FOR THE BODY WORN CAMERA PROGRAM UPGRADE TO THE OFFICE OF THE GOVERNOR.

WHEREAS, the City of Lockhart finds it in the best interest of the citizens of Lockhart, that the **Body Worn Camera Program** be operated for the 2022 – 2023 years: and

WHEREAS, the City Council of the City of Lockhart, Texas agrees to provide applicable matching funds for the said project as required by the Body-Worn Camera Program grant application; and

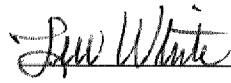
WHEREAS, the City of Lockhart agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Lockhart assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Lockhart designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Lockhart approves submission of the grant application for the **Body Worn Camera Program** to the Office of the Governor.

Passed and Approved this 17th day of October, 2023.

CITY OF LOCKHART

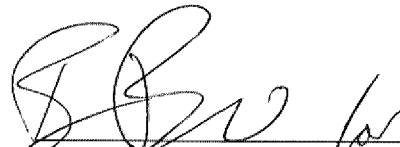


Lew White, Mayor

ATTEST:

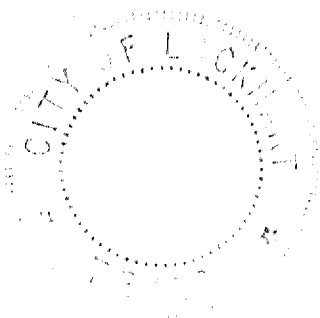


Julie Bowermon, City Secretary



Monte Akers, City Attorney

Grant Number: 4366701





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:

