

POSTPONED TO
JAN 18, 2024
AT 6:30 P.M.

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

January 16, 2024

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

NOTICE
THE JAN. 16, 2024 CITY COUNCIL MEETING HAS BEEN POSTPONED DUE TO CATASTROPHE AS DEFINED BY TOMA SECTION 551.0411(C), AND WILL BE CONVENED WITHIN 72 HOURS ON THURSDAY, JAN. 18, 2024 AT 6:30 P.M.

POSTED ON THE BULLETIN BOARD IN THE MUNICIPAL BUILDING, 308 W. SAN ANTONIO ST, LOCKHART, TX ON

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. JAN 15, 2024 AT 2:15 pm Julie Bowen

DISCUSSION ONLY

- A. Discuss entering into an Interlocal Agreement (ILA) with the Lower Colorado River Authority (LCRA) to become a participating member of a new emergency communication voice radio system and co-located dispatch center being built for Caldwell County.
- B. Discuss request by Ronda Reagan of 7G Texan, LLC, for a determination of eligibility for a Tax Abatement (TA-23-02) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various interior improvements to a building in the Historic District, located at 112 North Main Street.
- C. Discuss the 1st Quarter Fiscal Year 2024 Investment Report.
- D. Further discussion of grant application for funding allocated from the Texas General Land Office (GLO) for hazard mitigation projects.
- E. Discuss appointing two members to the Lockhart-Caldwell County Joint Airport Zoning Board to hear variance requests regarding the Lockhart Municipal Airport Hazard Zoning Map.
- F. Discuss Resolution 2024-02 of the City of Lockhart, Texas establishing and clarifying an administrative procedure for the nomination of members of City boards, Commissions, and committees.
- G. Discuss moving the appointment of Frank Gomillion from the Electric Board to the Historical Preservation Commission by Mayor Lew White with a term to expire November 2026.
- H. Discuss moving the appointment of Marica Proctor from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission by Councilmember Jeffry Michelson with a term to expire in November 2026.

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
January 16, 2024
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. Discuss entering into an Interlocal Agreement (ILA) with the Lower Colorado River Authority (LCRA) to become a participating member of a new emergency communication voice radio system and co-located dispatch center being built for Caldwell County. **5-23**
- B. Discuss request by Ronda Reagan of 7G Texan, LLC, for a determination of eligibility for a Tax Abatement (TA-23-02) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various interior improvements to a building in the Historic District, located at 112 North Main Street. **24-62**
- C. Discuss the 1st Quarter Fiscal Year 2024 Investment Report. **63-72**
- D. Further discussion of grant application for funding allocated from the Texas General Land Office (GLO) for hazard mitigation projects. **73-77**
- E. Discuss appointing two members to the Lockhart-Caldwell County Joint Airport Zoning Board to hear variance requests regarding the Lockhart Municipal Airport Hazard Zoning Map. **78-88**
- F. Discuss Resolution 2024-02 of the City of Lockhart, Texas establishing and clarifying an administrative procedure for the nomination of members of City boards, Commissions, and committees. **89-95**
- G. Discuss moving the appointment of Frank Gomillion from the Electric Board to the Historical Preservation Commission by Mayor Lew White with a term to expire November 2026. **96-101**
- H. Discuss moving the appointment of Marica Proctor from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission by Councilmember Jeffry Michelson with a term to expire in November 2026. **102-107**

- I. Discuss request from Mayor White to reappoint his nominations for appointments to City boards and commissions. 108-109
- J. Discuss the nomination of Nigel Gusdorf to the Airport Advisory Board by Mayor White for a term to expire in November 2026. 110-115

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING on application ZC-23-10 by Paul Ginsberg and discussion and/or action to consider Ordinance 2024-02 for a **Zoning Change** from *RLD Residential Low Density District* to *RMD Residential Medium Density District* on approximately 0.371 acres in the Byrd Lockhart Survey, Abstract A-17, located at 1107 and 1109 North Commerce Street. 116-126
- B. Hold a PUBLIC HEARING and consider approval of Ordinance 2024-03, annexing 53 acres out of the Cornelius Crenshaw Survey, Abstract 68, Caldwell County, Texas, located on the south and west sides of FM 2001 approximately 1,060 feet north of SH 130. 127-140

5. PRESENTATION

- A. Presentation regarding Section 3 requirements for the recently awarded Community Development Block Grant from the Department of Agriculture for the replacement of residential water meters. 141-159

6. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider entering into an Interlocal Agreement (ILA) with the Lower Colorado River Authority (LCRA) to become a participating member of a new emergency communication voice radio system and co-located dispatch center being built for Caldwell County. 160-178

- B. Discussion and/or action regarding request by Ronda Reagan of 7G Texan, LLC, for a determination of eligibility for a Tax Abatement (TA-23-02) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various interior improvements to a building in the Historic District, located at 112 North Main Street. 179-217
- C. Discussion and/or action to receive the 1st Quarter Fiscal Year 2024 Investment Report. 218-227
- D. Discussion and/or action to consider appointing two members to the Lockhart-Caldwell County Joint Airport Zoning Board to hear variance requests regarding the Lockhart Municipal Airport Hazard Zoning Map. 228-238
- E. Discussion and/or action regarding Resolution 2024-02 of the City of Lockhart, Texas establishing and clarifying an administrative procedure for the nomination of members of City boards, Commissions, and committees. 239-245
- F. Discussion and/or action to consider moving the appointment of Frank Gomillion from the Electric Board to the Historical Preservation Commission by Mayor Lew White with a term to expire November 2026. 246-251
- G. Discussion and/or action to consider moving the appointment of Marica Proctor from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission by Councilmember Jeffry Michelson with a term to expire in November 2026. 252-257
- H. Discussion and/or action to consider request from Mayor White to reappoint his nominations for appointments to City boards and commissions. 258-259
- I. Discussion and/or action to consider the nomination of Nigel Gusdorf to the Airport Advisory Board by Mayor White for a term to expire in November 2026. 260-265

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

- Update regarding the formation of Caldwell County ESD No. 5 and efforts by Caldwell County, Lockhart and Luling to defray expenses in establishing the ESD No. 5 Board and operations.
- Update regarding the appointments to the newly created Animal Shelter Advisory Board.
- Tree Trimming Program update.
- Update on electric system rehabilitation project on Willow Street.
- Comprehensive Plan Steering Committee will meet on January 31st to discuss the future land use draft map along with several new topics.

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

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 12th day of January, 2024 at 3:45 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss entering into an Interlocal Agreement (ILA) with the Lower Colorado River Authority (LCRA) to become a participating member of a new emergency communication voice radio system and co-located dispatch center being built for Caldwell County.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart and Caldwell County are currently on the Greater Austin-Travis Regional Radio System (GATRRS). The GATRRS system is operated by the City of Austin and provides voice communications for public safety and other public service organizations in the central Texas region.

Due to GATRRS system reliability, radio coverage, and system maintenance, Caldwell County has contracted with LCRA to create a new voice radio communication system in Caldwell County for public safety using two existing towers, one new tower and all new infrastructure. Current end user portable and mobile radios will be reprogrammed for use on the new system.

All voice radio communication systems involve the use of a combination of radio towers, FCC licensed radio frequencies, software, specialized radio equipment, portable and mobile radios, maintenance, programming, monitoring, and support.

The current Federal Communications Commission (FCC) licensed radio frequencies issued to the City of Lockhart will be deployed on the new system if approved. An authorization letter is included in this item to allow the City Manager to legally sign for the City of Lockhart on any FCC Form 601 application to the federal government for 700/800 radio frequencies.

A co-located 911 emergency dispatch center at the Caldwell County Justice Center is also in the development phase for use with the new LCRA system. The completion of the new tower, infrastructure, 911 dispatch center, programming and training is estimated for summer 2024.

City staff is in communication with the City of Austin, Texas Department of Public Safety (TxDPS), and Texas Department of Transportation (TxDOT) to discuss the possible transition from GATRRS to the LCRA system if approved.

PROJECT SCHEDULE (if applicable): The estimated completion of the new LCRA voice communication radio system and 911 dispatch center is the summer of 2024.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The basic user cost of the proposed LCRA emergency communication voice radio system is a monthly per radio used on the sytem fee as outlined in attachment A to the LCRA ILA.

PREVIOUS COUNCIL ACTION: A presentation on the proposed new emergency communication voice radio system being built for Caldwell County was presented to City Council by LCRA on October 17, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends for the City of Lockhart to become a participating member of a new emergency communication voice radio system and co-located dispatch center being built for Caldwell County by LCRA.

LIST OF SUPPORTING DOCUMENTS: Interlocal Radio Services and Equipment Agreement Final 2024-1-16, FCC Authorization Letter 1-16-2024

**INTERLOCAL COOPERATION AGREEMENT
FOR RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF LOCKHART, TEXAS
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and the City of Lockhart, Texas ("**USER**"), a local government of the State of Texas, to be effective for all purposes as of January 16, 2024 (the "**Effective Date**"). (LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement, transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment, as more specifically set

out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Radio Services (as defined below) on LCRA's Trunked Radio System on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1 ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for LCRA to provide Services (as defined below) and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of Services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of Services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments ("**Radio Services**"), in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to Radio Services provided hereunder may require modification of system parameters, which will be subject to Additional Service (as defined below) charges as set forth in a separate quote, proposal, or estimate. Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS FOR RADIO SERVICES

2.1 RADIO SERVICES. USER may select from the menu of Radio Services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the Radio Services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All Radio Service fees to be paid to LCRA by User are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System.

2.3 ADDITIONAL SERVICES. In addition to the Radio Services described above, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement ("**Additional Services**") (Additional Services together with Radio Services, are referred to herein as the "**Service**" or "**Services**"). These Additional Services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. The cost of equipment User has agreed to purchase shall be set forth in the respective quote, proposal or estimate sent by LCRA to USER

3. SERVICE RATES, CHARGES AND TERMS

3.1 Radio Service

3.1.1 LCRA shall provide the Radio Services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) at the rates and charges shown therein. The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) shall include: (i) USER's monthly Radio Service fee for use of the Trunked Radio System, and (ii) rates and charges for optional features. USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.

3.1.2 It is agreed that LCRA may at any time modify the fees and rates included in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the modified amount at least sixty (60) days in advance of the date on which the modified fees are to become effective. However, during the Initial Term (as defined below), fees and costs for Radio Service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.2 Additional Services

3.2.1 The charges, costs and fees for Additional Services shall be set out on separate quotes, proposals or estimates to be sent by LCRA to USER.

3.3 Invoicing. The monthly Radio Service fee associated with USER's access to the Trunked Radio System shall be invoiced at the end of each monthly billing cycle (the "**Monthly Radio Service Invoice**"). LCRA may also include on a Monthly Radio Service Invoice any fees, charges or costs for Additional Services provided by LCRA to USER. However, Additional Services may be invoiced separately from the Monthly Radio Service Invoice. Payment for any invoice sent by LCRA to USER under this Agreement (whether that is a Monthly Radio Service Invoice, a separate invoice for Additional Services, an invoice containing both, or other) shall be due within thirty (30) days of receipt of such invoice by USER. Late payments shall be subject to interest or reasonable service charges. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act. Any disputes related to invoiced amounts must be submitted by the USER to LCRA in writing within 30 days of receipt of the disputed invoice. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with such reasonable charges and costs to be determined at such time and to be set forth in a separate quote, proposal or estimate. At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide Radio Services to other participants on the Trunked Radio System. The provision of Radio Services to other

participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional Radio Services to some or all participants. USER acknowledges that LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment or similar agreements to provide Radio Services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the “**Initial Term**”), unless automatically extended as provided below. This Agreement shall automatically extend beyond the Initial Term under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.1.2 for Radio Service.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for Services provided by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with

one day of Radio Service for any Radio Service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a Radio Service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by LCRA or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate Radio Service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) radio signal coverage at all times for the areas covered by the Radio Services being provided under this Agreement is both improbable and impracticable. Testing and experience with actual field conditions indicate adverse radio wave propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt Radio Services at any time. USER agrees that such events are beyond the reasonable control of LCRA, and agrees that other causes beyond the reasonable control of LCRA include, but are not limited to, motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time, though LCRA is under no obligation hereunder to provide such communication performance.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of radio signal coverage and that the inability of LCRA to provide such radio signal coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's Service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either Service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any Service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell Radio Service,

interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or Service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or Service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

13.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA shall not be responsible or liable for any delay or failure in its performance under this Agreement to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; a slow down or labor disruptions at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak. In the

event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for Radio Service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the Service may occur; and (c) any potential harm from interruptions or irregularities in the Service is speculative in nature. LCRA cannot offer the Service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA's sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the Service or transmission of Service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for Radio Service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or Service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 USER acknowledges that the Radio Service provided hereunder uses radio channels to transmit voice and data communications and that the Radio Service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.3 USER HEREBY AGREES TO INDEMNIFY AND SAVE LCRA HARMLESS AGAINST CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OR COPYRIGHT FROM THE MATERIAL, IN ANY FORM, TRANSMITTED OVER THE RADIO SYSTEM BY USER OR THOSE USING USER'S EQUIPMENT; AGAINST CLAIMS FOR INFRINGEMENT OF PATENTS ARISING FROM COMBINING OR USING APPARATUS OR SYSTEMS OF USER WITH THE FACILITIES OF LCRA OR ANY CARRIER; AND AGAINST ALL OTHER CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF USER IN CONNECTION WITH THE FACILITIES OR SERVICE PROVIDED BY LCRA.

14.4 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of Radio Service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

14.5 The liability of LCRA in connection with Services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such Services.

14.6 USER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL AND ATTORNEY FEES, OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH TO USER (INCLUDING USER'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS) OR OTHERS IN THE USE OR OPERATION OF ANY EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA OR USED IN CONJUNCTION WITH SUCH EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA AND ARISING OUT OF THE MANUFACTURE, PURCHASE, OPERATION, CONDITIONS, MAINTENANCE, INSTALLATION, RETURN OR USE OF THE EQUIPMENT OR SERVICE OR ARISING BY OPERATION OF LAW, WHETHER THE CLAIM IS BASED IN WHOLE OR IN PART ON NEGLIGENT ACTS OR OMISSIONS OF LCRA, ITS AGENTS OR EMPLOYEES. THIS PROVISION SHALL NOT APPLY TO DAMAGES TO FACILITIES OF USER AS PROVIDED IN PARAGRAPH 12.2.

14.7 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to Services contemplated by this Agreement, neither USER nor LCRA shall make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United

States Internal Revenue Code (the “**Code**”). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY; GOVERNING LAW

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. NO ORAL AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for Service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the Services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and Services.

21. Confidentiality

21.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained from the other Party that is identified as confidential information (“**Confidential Information**”). Confidential Information

shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of this Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

Notwithstanding anything to the contrary herein, if a separate non-disclosure agreement or confidentiality agreement ("**NDA**"), between the Parties exists and applies to confidential information related to or arising from this Agreement the provisions of such NDA shall govern with respect to the confidentiality obligations of the Parties.

22. INTERLOCAL CERTIFICATION

22.1 The Parties certify that (1) the Services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the Services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

23. CRITICAL INFRASTRUCTURE RESTRICTIONS

23.1 "**Critical Infrastructure**" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

"**Designated Country**" means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

"**Restricted Entity**" means an entity:

Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;
- A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or
- Headquartered in a Designated Country.

Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, User represents and warrants that it is not a Restricted Entity.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER

City of Lockhart, Texas

By: _____

Name: _____

Title: _____



ATTACHMENT A

Radio System Pricing Schedule

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT)

City of Lockhart, Texas

AGENCY ADDRESS

308 W. San Antonio St.

CITY	STATE	ZIP	PHONE	
Lockhart	TX		512-398-3461	
CONTACT NAME			PHONE	
Randy Jenkins			512-398-2321	
BILLING ADDRESS, IF DIFFERENT FROM ABOVE			EMAIL ADDRESS FOR INVOICING	
Above			rjenkins@lockhart-tx.org	
CITY	STATE	ZIP	TAX EXEMPT? (Y/N)	FEDERAL TAX ID
			Y	

PURCHASE ORDER

EFFECTIVE DATE

1/16/2024

**LCRA Radio System
Pricing Schedule**

**Cost per Unit
Per Month**

**Customer
Elections**

Mobiles	\$20.00	X
Portables	\$20.00	X
Desktop Control Station	\$20.00	X
Symphony Console	\$100.00	X
Conventional Interface	\$50.00	X
BeOn Monthly Service	\$10.00	
BeOn Activation (One-time per device)	\$300.00	
Data Modem	\$10.00	

OPTIONS

I-CALL	\$5.00
DATA - Status Messaging	\$10.00
DATA - AVL	\$10.00

Please Note:

LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly. Only the features and capabilities selected by customer under Customer Elections shall be enabled. Specifics of services provided hereunder (including quantities) is subject to modification based on customer needs.

For Notification Purposes as per section 15.1 of the agreement, LCRA's address is:

Telecom Business Development Manager, Mailstop T099
3505 Montopolis Drive
Austin, TX 78744

Attachment B
Lower Colorado River Authority

CHANGE OF RADIO STATUS

As set forth in Section 3.1.1 of the Agreement, this form shall be used when USER needs to notify LCRA of a change in the number of radios or equipment on which it is receiving Radio Service. Section 3.1.1 of the Agreement states that “USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.”

User shall complete and return this form to their LCRA customer service representative within thirty (30) calendar days of any change in the number of radios or equipment on which it is receiving Radio Services. Failure to timely notify LCRA of any changes in the number of radios or equipment on which it is receiving Radio Service may negatively impact a reimbursement or refund request or could result in denial of reimbursement or refund request.

Customer Name: _____

Radio UID (*please complete another form if more space is needed for multiple UIDs*):

Status Change Cause Description: (*stolen, lost, end of life, etc.*) _____

Date of Status Change: _____

Name of Person Requesting Status Change: _____

Telephone Number: _____

Email: _____

Date of Form Submittal: _____

January 16, 2024

Mike Simpson
Secretary; Region 49 Regional Planning Committee
Wireless Communication Services
City of Austin
1006 Smith Road
Austin, TX 78721

**RE: PERSON AUTHORIZED TO LEGALLY SIGN FOR CITY OF LOCKHART ON FEDERAL
COMMUNICATIONS COMMISSION FORM 601 APPLICATIONS TO THE FEDERAL GOVERNMENT**

Dear Mr. Simpson:

The Lockhart City Council has authorized the following person to legally sign for Lockhart on FCC Form 601 applications to the federal government for 700/800 MHz radio frequencies:

Steven Lewis
City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644
512-398-3461
slewis@lockhart-tx.org

Sincerely,

Lew White
Mayor; City of Lockhart

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss request by Ronda Reagan of 7G Texan, LLC, for a determination of eligibility for a Tax Abatement (TA-23-02) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various interior improvements to a building in the Historic District, located at 112 North Main Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Kevin Waller

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: Division 2 of the Historic Districts and Landmarks Ordinance provides for tax abatements to mitigate the cost of eligible improvements to structures that are within a historic district or that are a City-designated historic landmark. The owner of a commercial building within the Historic District, located at 112 North Main Street, has applied for a tax abatement for interior improvements to the building, including reorganizing interior walls, expanding the bathrooms to be ADA-compliant, connecting the subject property to the adjacent building under the same ownership by re-opening a boarded archway and installing a door, and installing a 208 square-foot stage and accompanying lighting. The changes will include the necessary plumbing and electrical upgrades to support the new facilities. A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration must be considered by the Commission along with the Tax Abatement application. A Certificate for Alteration was approved by the Commission for the project on January 3, 2024. The Tax Abatement application was recommended for approval at the same meeting of the Commission on January 3, 2024.

PROJECT SCHEDULE (if applicable): According to the applicant, the project improvements will commence in January 2024, and are estimated to conclude in April 2024.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The tax abatement applies only to City property taxes, and it cannot exceed the owner's total out-of-pocket cost of the improvements. The most recent estimate of the total cost is **\$50,800.00**. For the first five years of the abatement period, 100 percent of the City taxes are waived. After a reappraisal, 50 percent of the taxes can be

City of Lockhart, Texas

Council Agenda Item Cover Sheet

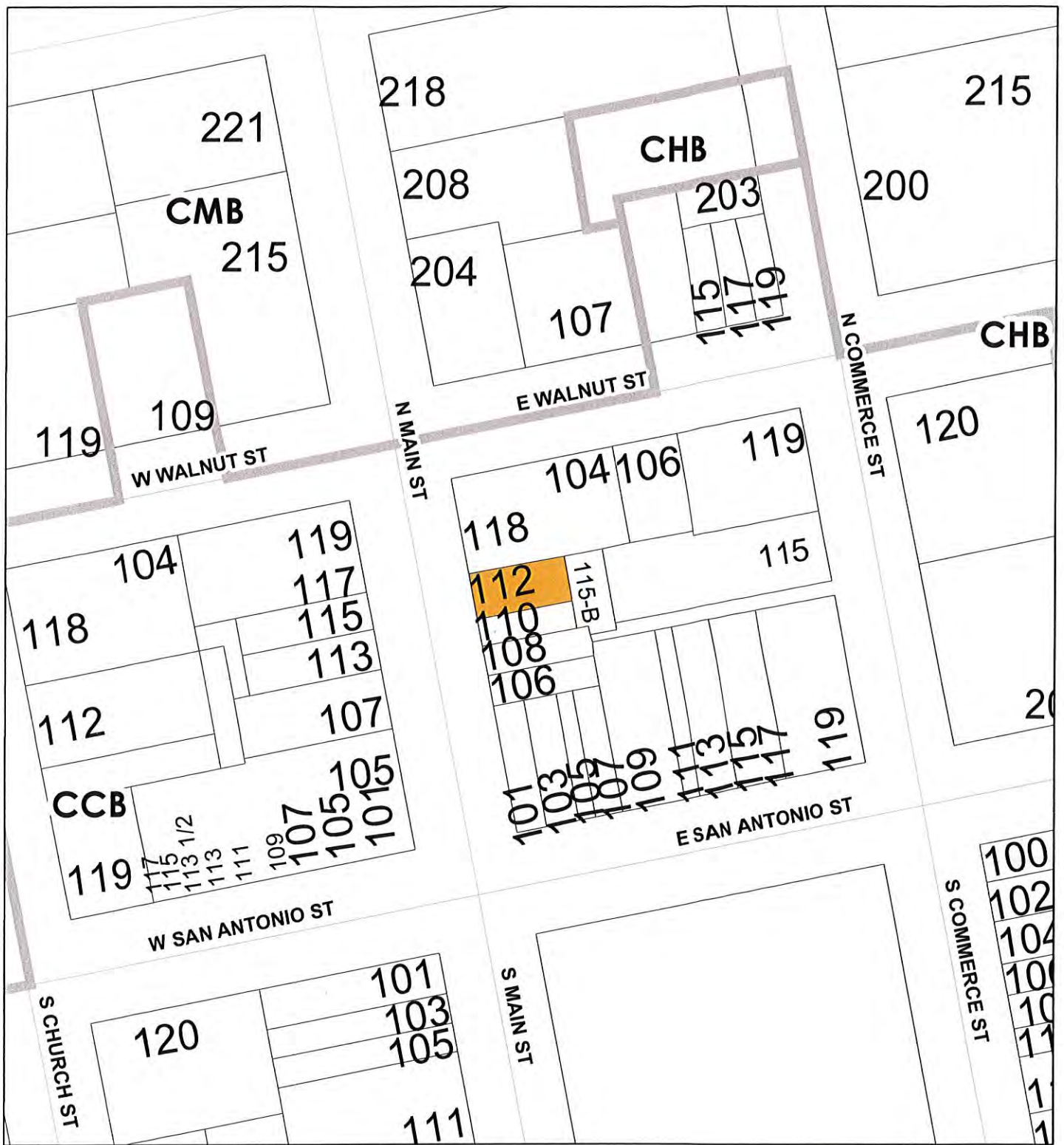
waived each year for an additional consecutive five-year period. The City property taxes for the subject property in 2023 were \$1,126.29 (no estimate is available for 2024 at this time); even if the maximum allowed amount is waived each year over the ten-year period, the total abatement will not exceed the owner's out-of-pocket expenses.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: The Historical Preservation Commission voted 5-0 at its January 3, 2024 meeting to recommend that the City Council determine that the proposed improvements are ELIGIBLE for a tax abatement.

STAFF RECOMMENDATION/REQUESTED MOTION: The Historical Preservation Officer has determined that the submitted tax abatement application meets the guidelines set forth in Section 28-22 "Application for Tax Abatement", and recommends that the proposed improvements at 112 North Main Street be determined ELIGIBLE for a tax abatement, as provided in Chapter 28, Division 2, of the Lockhart Code of Ordinances.

LIST OF SUPPORTING DOCUMENTS: Map, Staff Report, Application Materials (City Council), Chapter 28, Division 2- Tax Abatement (City Council), Tax Abatement Handout 4-28-2020, Tax Abatement Agreement (112 N. Main St.)



TA-23-02

112 N MAIN ST

VARIOUS INTERIOR IMPROVEMENTS



Subject Property



Zoning Boundary

scale 1" = 100'

CASE SUMMARY

STAFF: Kevin Waller, Historical Preservation Officer/Senior Planner *KW* CASE NUMBER: TA-23-02
REPORT DATE: December 14, 2023 [*Updated January 10, 2024*]
HISTORICAL PRESERVATION COMMISSION DATE: December 20, 2023
CITY COUNCIL DATE: January 16, 2024
APPLICANT'S REQUEST: Various interior improvements (see Project Description below)
STAFF RECOMMENDATION: **Approval**
SUGGESTED CONDITIONS: None
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Ronda Reagan
OWNER: 7G Texan LLC, c/o Ronda Reagan
SITE LOCATION: 112 North Main Street
LEGAL DESCRIPTION: Part of Lot 6, Block 23, Original Town of Lockhart
EXISTING USE OF PROPERTY: Commercial
PROPOSED USE OF PROPERTY: Same as above
ZONING CLASSIFICATION: CCB (Commercial Central Business)

ANALYSIS OF ISSUES

PROJECT DESCRIPTION: The applicant proposes various interior improvements to an existing commercial building in the Historic District, and has requested a Tax Abatement for municipal taxes with the attached application. The improvements were initially approved by the Historical Preservation Commission through a Certificate for Alteration on January 3, 2024 (CFA-23-37). All enhancements qualifying for a tax abatement, whether interior or exterior and including ordinary maintenance, require a review and Certificate for Alteration by the Commission (Historic Districts and Landmarks Ordinance Section 28-21(b)). The proposed improvements include reorganizing interior walls, expanding the bathrooms to be ADA-compliant, connecting the subject property to the adjacent building under the same ownership by re-opening a boarded archway and installing a door, and installing a 208 square-foot stage and accompanying lighting. The changes will include the necessary plumbing and electrical upgrades to support the new facilities. A Specific Use Permit was approved by the Planning and Zoning Commission on March 23, 2022, for a Bar and Special Events Center on both the subject property and the applicant's adjacent property to the south at 110 North Main Street. The subject property, once the improvements are complete, will primarily feature special events, with a portable bar operated by The Pearl establishment to occasionally be brought to the property for certain events. Detailed information and drawings are enclosed with your agenda packet materials. A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration application must be considered by the Commission along with the Tax Abatement application. A Certificate for Alteration was approved by the Commission for the project as noted above, and the Tax Abatement application was recommended for approval at the Commission's January 3, 2024 meeting.

COMPATIBILITY: The proposed improvements are limited to the building's interior and do not impact the exterior. Additionally, some original building materials and the existing interior ghost sign will be creatively reused and preserved. No compatibility issues or changes to the character of the downtown Historic District are expected from the overall project.

COMPLIANCE WITH STANDARDS: A Certificate for Alteration has been approved by the Commission for the proposed improvements, as discussed above, and the Commission has also recommended approval of the tax abatement. Staff has determined that the submitted tax abatement application meets the guidelines set forth in Section 28-22. A complete copy of the application packet, a copy of Chapter 28, Division 2 (Tax Abatement), and a summary of the tax abatement review procedure are included with your agenda packet materials.

ALTERNATIVES: None necessary.

Affidavit of Historical Significance of the Structure:

112 N. Main was constructed on a vacant lot in 1896. Financed by developer A.L. Brock, contracted Gus Birkner to build the actual structure. A copy of a very early photograph is attached prior to awnings/canopies being installed. The street is dirt and the porch is wood. Brock is shown in a suit walking in front of the three buildings shown which he had built. Birkner attached the new building to an existing exterior wall on the south side of Fields Stable. This rock wall still displays a "ghost sign" advertising Fields Stable. It is fairly well preserved as it has been protected from the elements since 1896, by now being an interior wall. This will be highlighted with lighting above. No alterations will be made to it. The writing reads:

FIELDS STABLES

WAGONS SALE YARD

HORSES & BUGGLES BOUGHT & SOLD

Otto Seeliger purchased the building and 110 N. Main for his farm implements, carriage showroom, gunsmith, blacksmith and wood...store (see attached photograph). The building at 112 is connected to 110 by an original arch that has been temporarily boarded closed. Seeliger's grandson Emil built Lockhart's first car-- "Seeliger's Special" behind the store in 1902, finishing it in 1904. He drove it downtown, scaring the women, some of whom fainted, and spooked the horses and mules leading carriages and wagons.

The building is in the Caldwell County/Lockhart Downtown National Historic District which was created in 1993, by City Ordinance (see Historic District map). The original nomination of buildings to the

National Register of Historic Places was completed in 1977, by Donaly Brice and Phillip Von Coyle.

The purpose of the Code of Ordinances Historic Districts & Landmark Regulations and Districts Sec 28-1. is to "Encourage and/or assist the property owners to rehabilitate, enhance, improve, maintain, protect and preserve landmarks and districts, which represent distinctive elements of Lockhart's architectural, cultural, social, economic, ethnic, and political heritage...."

This property has been vacant for almost two years. It is in need of tax relief.

PLAN & DESCRIPTION OF IMPROVEMENTS, ENHANCEMENT, REHABILITATION, And/or PRESERVATION WORK FOR TAX ABATEMENT AND SITE PLAN (PLANS) Showing Existing Improvements:

The first page of the plans attached show the current layout and interior features. There is existing mechanical including central air and heat, plumbing and electrical and lighting. It is believed the existing HVAC is enough to service the building. There are four existing ceiling fans and eight existing lights from the ceiling in the main area that will stay. All controls for these will be moved to the mechanical room and away from the public. New light switches will be added to the two bathrooms, the mechanical room (formerly my private real estate office) and the Green Room (formerly my real estate conference room). The doorway between these two rooms will be closed up as part of the existing wall as shown on the second page of the plans as New Floor Plan.

A wall is being added in the front. It is 10-feet tall and six feet from the front exterior wall. A 17'4" x 12' x 2' stage will be added. The existing bathroom fixtures (sink and toilet) stay in place. Just the wall will be moved to make the bathroom 5'8" wide (ADA). A new women's bathroom will be constructed with 2 stalls (one ADA). It is important to point out that a plumbing chase wall will be built on the north wall taking in the tension cable.

The existing back and front doors remains the same as do the front and back emergency exit signs.

The arch between 112 and 110 will be opened back up and custom made glass doors will be installed between the two buildings.

Some electrical work will be moved from the floor area, moving most of it up very high, near the ceiling. The "ghost sign" will be lit from above to feature it. The concrete floors and the ceilings will remain the same. Any of the 2x12" original floor joists now being used as walls, will be salvaged and added to the completion of the back wall behind the stage.

BUDGET:

Construction Contractor: Solis Construction	Estimated	\$ 45,000
Electrical by Angel Ramirez Electric	Estimated	\$ 4,500
Permits & Fees:		
Asbestos Estimated		\$ 800
City Permits Estimated		\$ 500
ESTIMATED VALUE at COMPLETION:		\$ 210,600

CONSTRUCTION TIME LINE: Start in January 2024; completion by *April 2024 (est.)*

CURRENT & PROPOSED USE OF 112 N. MAIN ST:

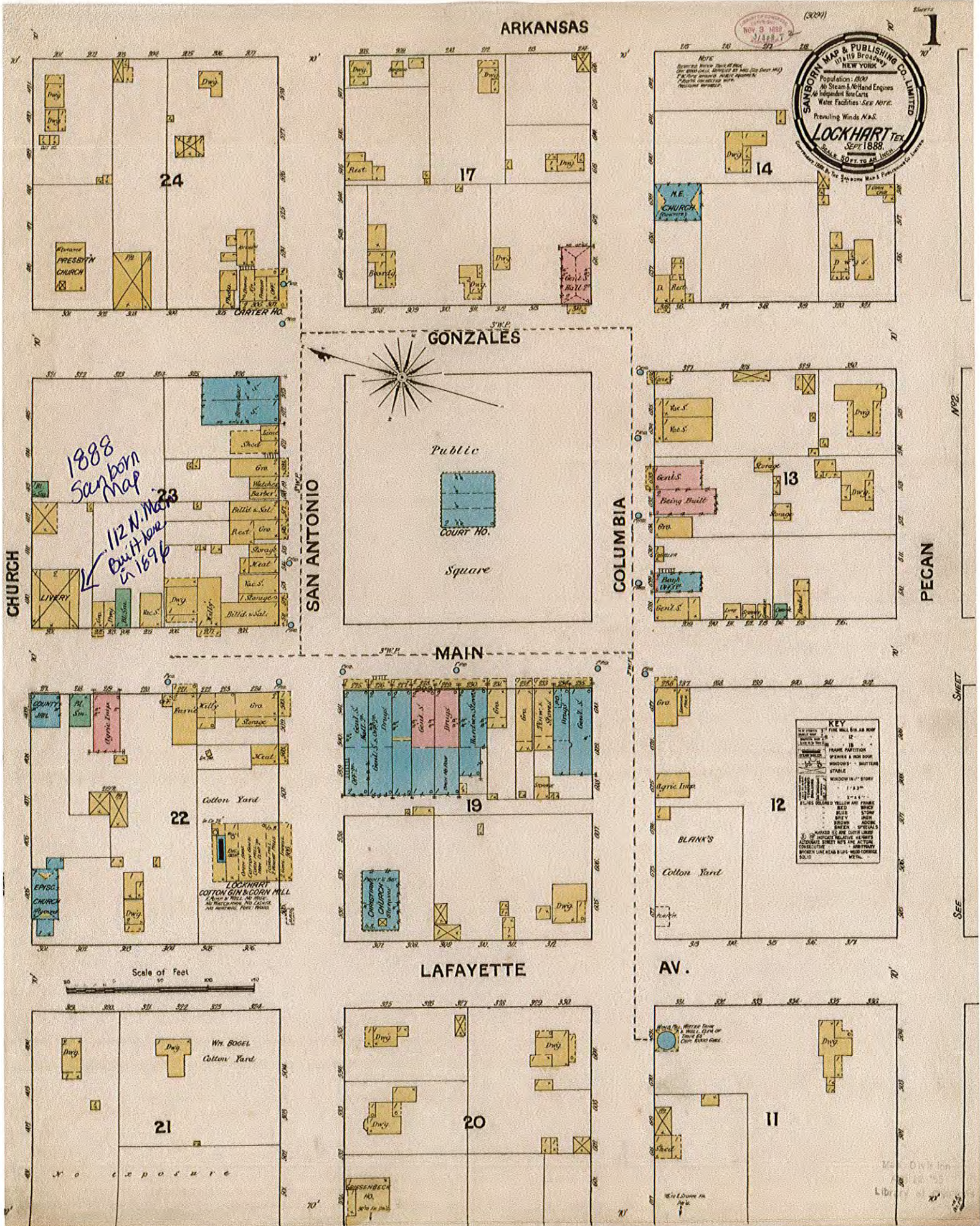
The building has been vacant since April 2022. I purchased it in 2014. I leased it as an antique shop and maintained about 300 square feet inside at the back right as my real estate office. I now home office about 97% of the time.

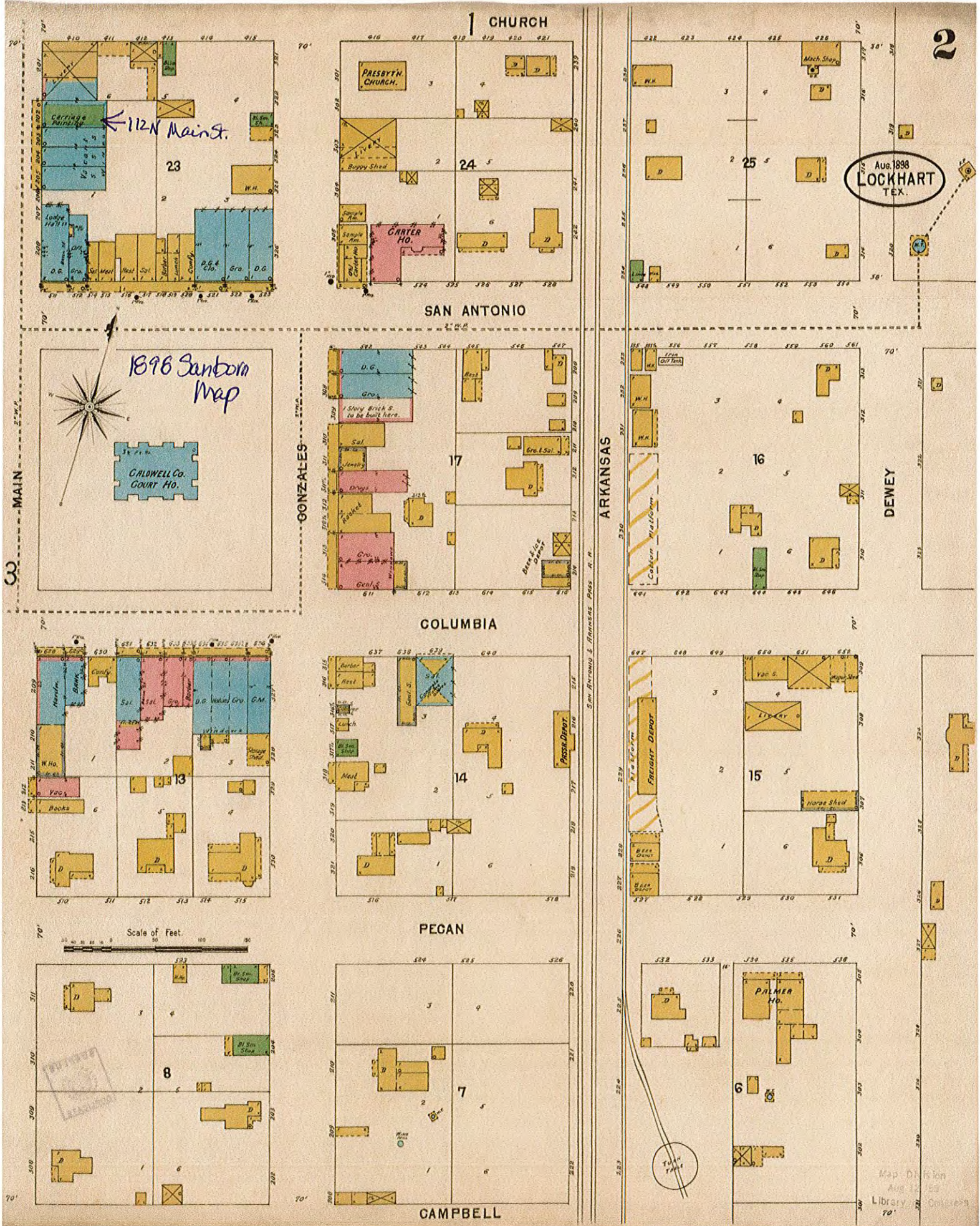
In March 2022, I applied for a Specific Use Permit (SUP-22-05) to all a Bar and a Special Events Facility at 110-112 N. Main Street and it was granted (copy herein).

The proposed idea is to use the facility at 112 N. Main with several scenarios:

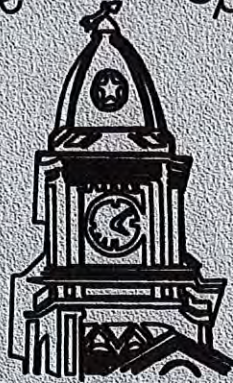
1. A rental venue for such things as Chisholm Trail Class Reunions, small weddings, private parties, educational presentations (classes), etc. Note: the doors between 112 and 110 will be closed and locked. Alcohol will be provided by The PEARL with portable bar set up.
2. The PEARL will host live music events on Saturdays. Once per quarter, we will host a top name band and charge a cover for attendance. Both 110 and 112 will be open and guests will be able to move back and forth between the buildings. This may be a standing room only event.
3. The PEARL will host Listening Room Musicians once a quarter. These events will be row seating with folding chairs lined up. There will be a portable bar brought in by The PEARL using our TABC license.
4. The PEARL will host a dance band once a month on Saturday. No cover or a very low priced one, like \$5 per person. The seating will be along the North wall, Front wall, and standing on the South wall at a drink ledge. The doors will be open between both buildings.

NOTE: This building will only be open Saturday's and possibly a Sunday now and then. The Green Room will also serve as my real estate brokerage office by appointment only. I will have a table and 4 chairs and one file cabinet in that room.





Time Well Spent



Lockhart, Texas

Seeliger Buildings

110-112 N. Main

1896.

This building was built by Gus Birkner for A. L. Brock. The building was purchased by O. Seeliger for his carriage showroom.

On the north interior wall of the 112 building, the ghost sign "Field Stables" can still be seen.

A. F. Field owned a livery stable at this site from 1887-1907. The company functioned as a taxi service for the people of the town. It also provided horse-drawn street cars, which ran from the courthouse square to the railroad depot.

Time Well Spent



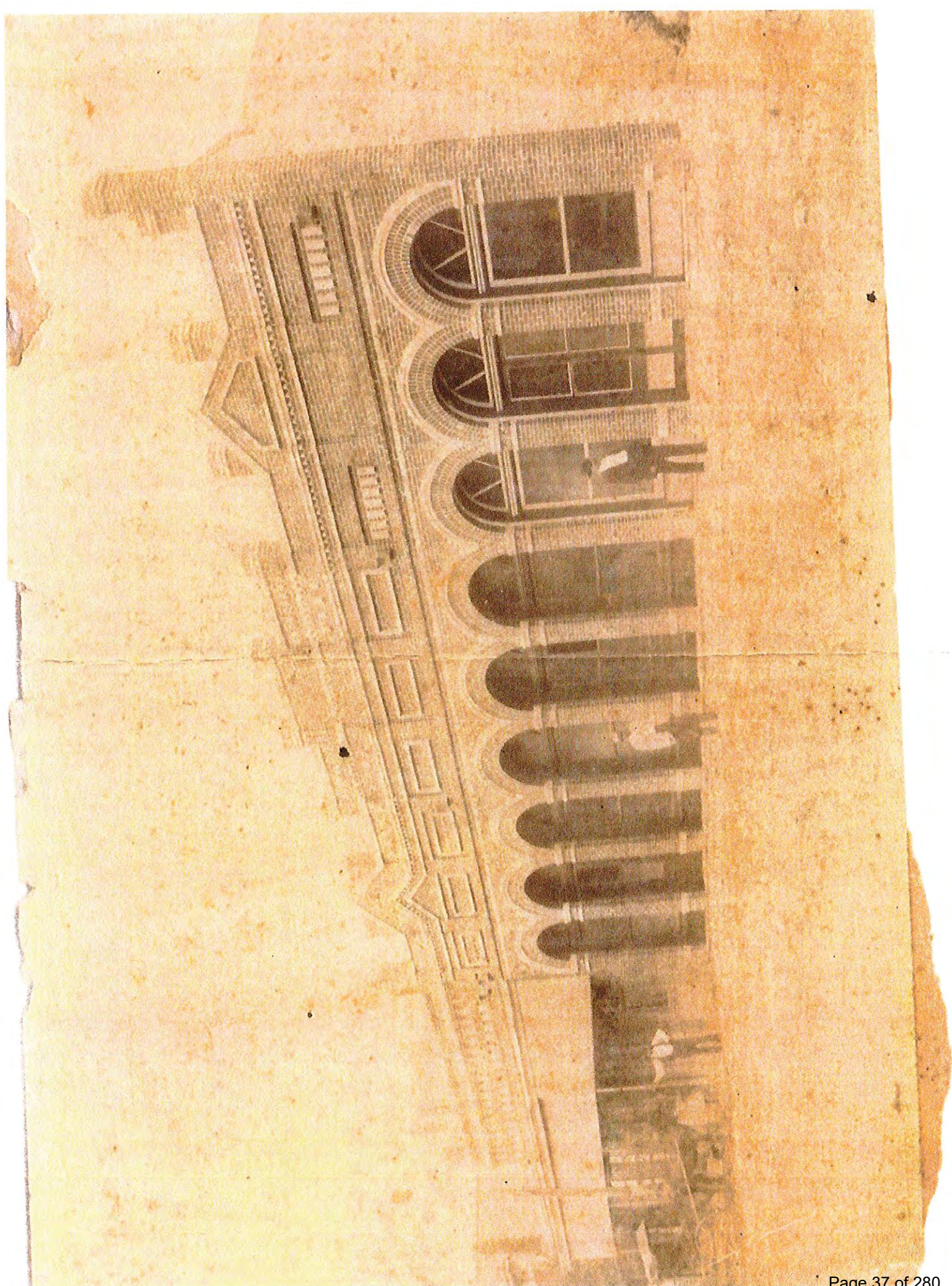
Lockhart, Texas

Seeliger Buildings

106-108 N. Main

1896

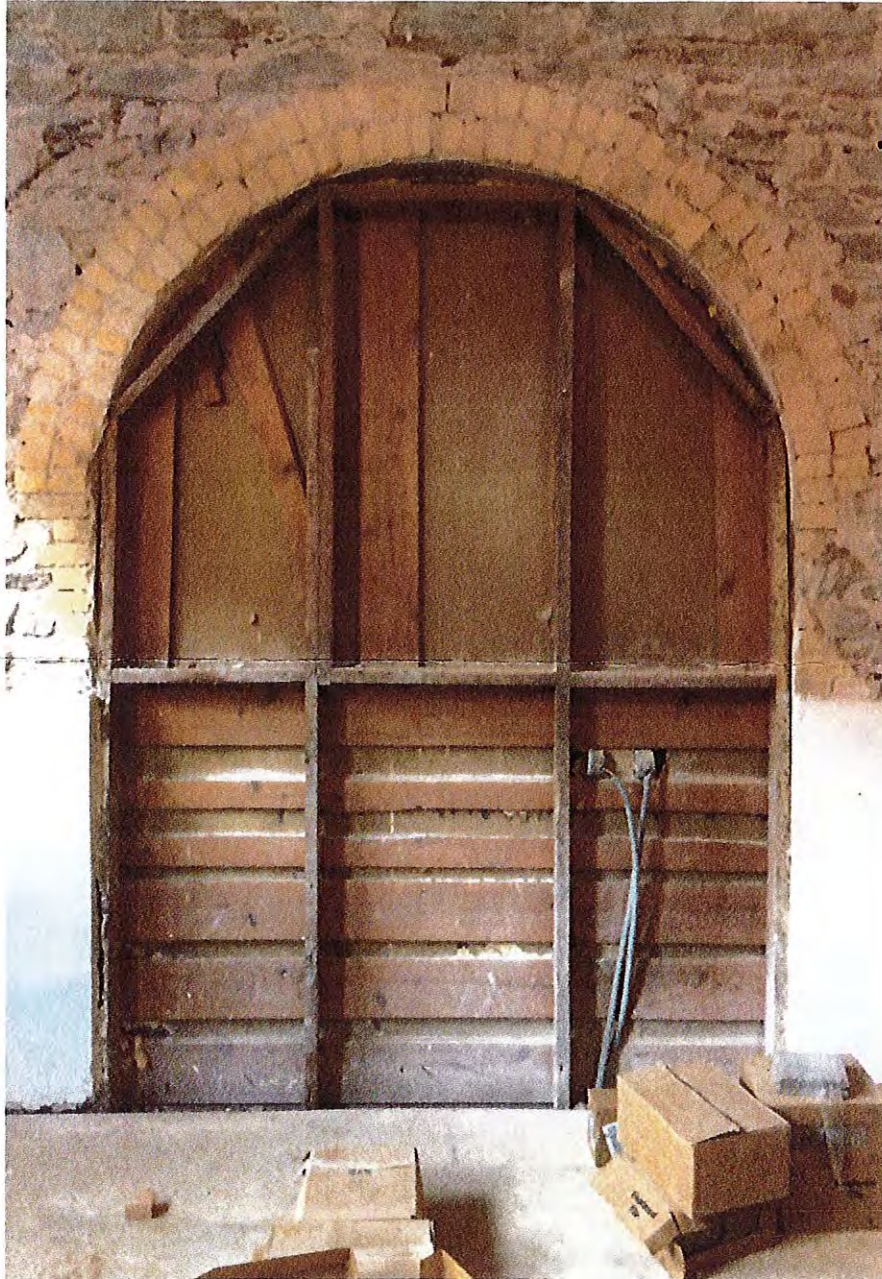
These buildings were built by Gus Birkner for A. L. Brock. The building was bought by O. Seeliger for a farm implements store and blacksmith shop. In back of these buildings is where blacksmith Emil Seeliger handbuilt the "Seeliger Special", the first automobile in Lockhart.

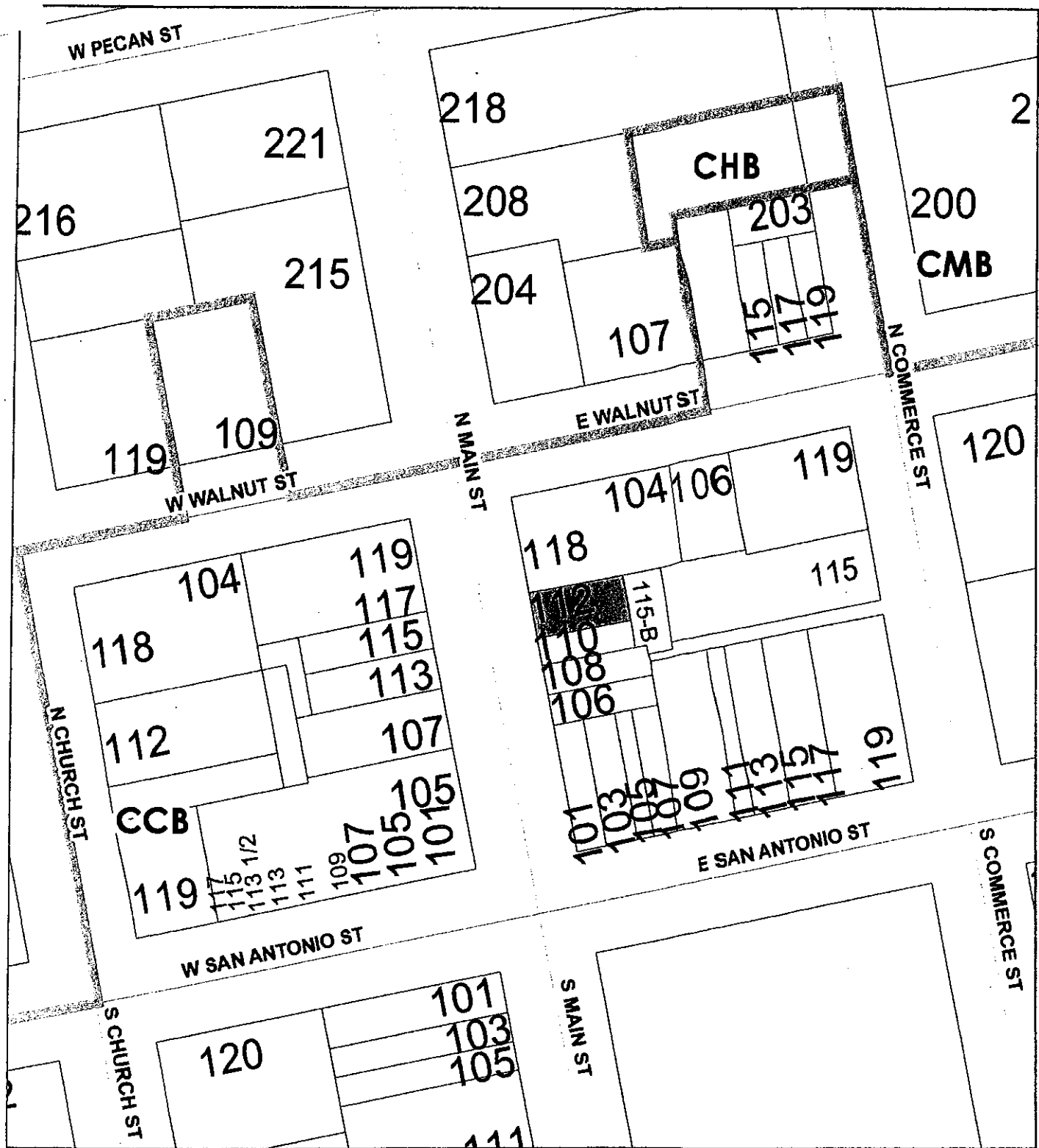












TAX RECEIPT

12/06/2023 10:51AM

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Receipt Number
1186797

Date Posted 12/06/2023
Payment Type P
Payment Code Full
Total Paid \$4,191.58

PAID BY:

REAGAN RONDA A
412 W SAN ANTONIO ST
LOCKHART, TX 78644-2658

Property ID	Geo	Legal Acres					Owner Name and Address					
16986	0300000-023-006-20	0.0000					7G TEXAN LLC 412 W SAN ANTONIO ST LOCKHART, TX 78644-2658					
Legal Description												
O.T. LOCKHART, BLOCK 23, LOT PT 6												
Situs	DBA Name											
112 N MAIN ST LOCKHART, TX 78644												
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Caldwell County	2023	0.46910	210,600	199	N	987.92	0.00	0.00	0.00	0.00	987.92	
City of Lockhart	2023	0.53480	210,600	199	N	1,126.29	0.00	0.00	0.00	0.00	1,126.29	
Lockhart ISD	2023	0.95690	210,600	199	N	2,015.24	0.00	0.00	0.00	0.00	2,015.24	
Plum Creek												
Underground Water	2023	0.01490	210,600	199	N	31.38	0.00	0.00	0.00	0.00	31.38	
Plum Creek												
Conservation												
District	2023	0.01450	210,800	199	N	30.54	0.00	0.00	0.00	0.00	30.54	
Farm to Market												
Road	2023	0.00010	210,600	199	N	0.21	0.00	0.00	0.00	0.00	0.21	
											4,191.58	
Balance Due As Of 12/06/2023: .00												
Tender			Details			Description					Amount	
Check			1179								4191.58	
											4191.58	

Operator Batch
ROCI0C 10179 (12012023RC)

Total Paid
4,191.58

211 BUFKIN LN
PO BOX 900
LOCKHART, TX 78644-0900

CALDWELL COUNTY APPRAISAL DISTRICT

(512) 398-5550

2023 TAX STATEMENT

STATEMENT NUMBER

199

PROPERTY ID NUMBER

16986

NAME & ADDRESS		PROPERTY DESCRIPTION		PROPERTY GEOGRAPHICAL ID	
Owner ID: 237235 Pct: 100.000%		O.T. LOCKHART, BLOCK 23, LOT PT 6		0300000-023-006-20	
7G TEXAN LLC 412 W SAN ANTONIO ST LOCKHART, TX 78644-2658				PROPERTY SITUS / LOCATION 112 N MAIN ST LOCKHART, TX 78644	
		Acreage: 0.0000 Type: R			
LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE	TOTAL LATE AG PENALTY
28,220	182,380	0	0	210,600	

100% Assessment Ratio

Appraised Value: 210,600

TAXING UNIT	ASSESSED	HOMESTEAD EXEMPTION	OV65 OR DP EXEMPTION	OTHER EXEMPTIONS	FREEZE YEAR AND CEILING	TAXABLE VALUE	RATE PER \$100	TAX DUE
Plum Creek Underground	210,600	0	0	0		210,600	0.0149000	31.38
Plum Creek Conservatio	210,600	0	0	0		210,600	0.0145000	30.54
Lockhart ISD	210,600	0	0	0		210,600	0.9569000	2,015.24
Farm to Market Road	210,600	0	0	0		210,600	0.0001000	0.21
Caldwell County	210,600	0	0	0		210,600	0.4691000	987.92
City of Lockhart	210,600	0	0	0		210,600	0.5348000	1,126.29

COUNTY TAXES REDUCED BY SALES TAX 10.53

Total Taxes Due by Jan 31, 2024

4,191.58

Penalty & Interest if paid after Jan 31, 2024

If Paid in Month	P&I RATE	TAX DUE
FEBRUARY 2024	7%	4,484.99
MARCH 2024	9%	4,568.82
APRIL 2024	11%	4,652.65
MAY 2024	13%	4,736.48
JUNE 2024	15%	4,820.33

**Attorney Fees are attached to Personal Property & Mobile Home accounts on April 1, 2024 and on all other accounts July 1, 2024. If there is an active suit on an account, Attorney Fees will attach February 1, 2024. **

Property taxes in Texas are assessed as of January 1st of each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OR OLDER, DISABLED OR A DISABLED VETERAN AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency (Tax Code Section 33.11) or Additional Late AG Penalty of 10% (Tax Code Section 23.54, Tax Code 21.10).

* DETACH HERE AND RETURN WITH PAYMENT *

Make checks payable to:

CALDWELL COUNTY APPRAISAL DISTRICT
211 BUFKIN LN
PO BOX 900
LOCKHART, TX 78644-0900



2023-199



4191.58

Owner Name and Address	
7G TEXAN LLC	
412 W SAN ANTONIO ST	
LOCKHART, TX 78644-2658	

Statement Number
2023 199
Prop ID Number
16986
Geographical ID
0300000-023-006-20

4772 1 AV 0.498*****AUTO**5-DIGIT 78644 5DG 2 FT 28



7G TEXAN LLC
412 W SAN ANTONIO ST
LOCKHART TX 78644-2658

If Paid in Month	Tax Due
October 2023	4,191.58
November 2023	4,191.58
December 2023	4,191.58
January 2024	4,191.58
February 2024	4,484.99
March 2024	4,568.82
April 2024	4,652.65
May 2024	4,736.48
June 2024	4,820.33

In January Pay

4,191.58

Taxes are payable
October 1, 2023 and
become delinquent on
February 1, 2024

UAT 0507

Caldwell County, Texas Original Town of Lockhart Part of Lot 6 in Block 23



Scale 1"=10'

James R. Stephens
Volume 110 Page 522
Official Records

The intersection of the East
Line of N. Main Street and
the South line of Walnut Street
bears N 10°00'11" W 62.63'

#112 N. Main Street
(R.O.W. varies)

Adam Harwood

Volume 214 Page 63

2308 sq ft Masonry
1-Story 0.053 ac.

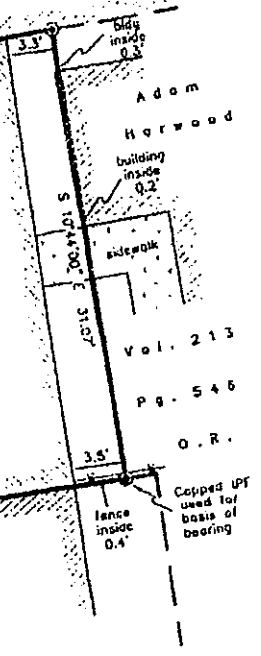
Commercial Building

Official Records

Point of Beginning
Building Corner
Fd used for basis
of bearing

S 80°00'00" W 75.66'

Floyd Wilhelm
Volume 372 Page 326



General Notes

- (1) Right of way to Adam W. Coleman, recorded in Vol. 145 Pg. 312, Caldwell County Deed of Trust Records and in Vol. 440 Pg. 247, Caldwell County Deed Records, could apply.
- (2) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY
- (3) Flood Zone "X" is determined to be outside the 100-year floodplain. No special flood hazards according to FEMA Panel mentioned herein.

G.F. #0414444
BORROWER: University Plaza, Ltd.
911 ADDRESS: 112 N. Main St.
Lockhart, TX 78644

SURVEY PLAT

Showing a 2308 square foot tract of land out of Lot 6 in Block 23 of the ORIGINAL TOWN OF LOCKHART, in the City of Lockhart, Caldwell County, Texas according to the map or plat thereof recorded in Volume Q Page 507 of the Deed Records, Caldwell County, Texas and the Improvements as found situated thereon. I do hereby certify to University Plaza, Ltd., that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on November 30, 2004, (2) I have shown or noted all recorded easements or right of ways listed in the title report, G.F. #0414444, 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. The property shown lies in Flood Zone "X" according to FEMA Panel #480095-0002-C dated January 17, 1991. This survey is for use with this one transaction only. 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 Hinkle R.P.L.S. #5459

LEGEND

- ⊙ CAPPED 1/2" IRON PIN FOUND
- X- FENCE MEANDERS
- CONCRETE
- UNLESS OTHERWISE NOTED

Field Book: d.e.	Drawn By: J.H. BS
Job No. 041941-1	Drawing: 041941-1.dwg
Date: November 30, 2004	Word Disk: Begin 110104
Surveyed By: J.H. JDB	Autocad Disk: Begin 110104



Claude Hinkle Surveyors

P. O. Box 1027
Lockhart, Texas 78644
(512) 398-2000

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of Lot 6 in Block 23 of the Original Town of Lockhart as recorded in Volume Q Page 507 of the Deed Records of Caldwell County, Texas and being also all of a tract of land conveyed to Adam Harwood by deed recorded in Volume 214 Page 63 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING *at a building corner used for basis of bearing in the East line of N. Main Street and in the SW corner of the above mentioned Harwood tract and the West line of the said Lot 6 and in the NW corner of a tract of land conveyed to Floyd Wilhelm by deed recorded in Volume 372 Page 326 of the said Deed Records for the SW corner this tract.*

THENCE *N 10 degrees 00 minutes 11 seconds W with the West line of the said Lot 6 and the West line of the said Harwood tract and the East line of N. Main Street 30.10 feet to a building corner in the NW corner of the said Harwood tract and the SW corner of a tract of land conveyed to James R. Stephens by deed recorded in Volume 110 Page 522 of the said Official Records for the NW corner this tract and from which point the intersection of the East line of N. Main Street and the South line of Walnut Street bears N 10 degrees 00 minutes 11 seconds W 62.63 feet.*

THENCE *N 79 degrees 16 minutes 00 seconds E entering the said Lot 6 and with the North line of the said Harwood tract and the South line of the above mentioned Stephens tract 75.27 feet to a capped 1/2" iron pin found in the NE corner of the said Harwood tract and the NW corner of a tract of land conveyed to Adam Harwood by deed recorded in Volume 213 Page 546 of the said Official Records for the NE corner this tract.*

THENCE *S 10 degrees 44 minutes 00 seconds E with the East line of the said Volume 214 Page 63 and the West line of the above mentioned Volume 213 Page 546 31.07 feet to a capped 1/2" iron pin found used for basis of bearing in the SE corner of the said Volume 214 Page 63 and the North line of the said Wilhelm tract for the SE corner this tract.*

THENCE *S 80 degrees 00 minutes 00 seconds W with the South line of the said Volume 214 Page 63 and the North line of the said Wilhelm tract 75.66 feet to the place of beginning containing 2308 sq ft (0.053 acres) of land more or less.*

EXHIBIT " A "
PAGE L OF 1



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

March 24, 2022

Ronda Reagan
412 W. San Antonio St.
Lockhart, TX 78644

rreagan2@gmail.com

Dear Ms. Reagan:

On March 23, 2022, the Lockhart Planning and Zoning Commission APPROVED your request for a Specific Use Permit (SUP-22-05) to allow a Bar and a Special Events Facility on your property zoned CCB Commercial Central Business District and located at 110-112 North Main Street.

If you have any questions, I may be contacted by phone at 512-376-2454, or by e-mail at dgibson@lockhart-tx.org.

Cordially,

Dan Gibson, AICP
City Planner





**TEXAS CAD
DESIGNS**
BOX 1138
Ayle,
Texas 75640
Tel: (512) 585-1635

This drawing and the design shown are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. Every effort has been taken to ensure the accuracy of these drawings. The general contractor must check and verify all dimensions.

©2023
TexasCad

RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

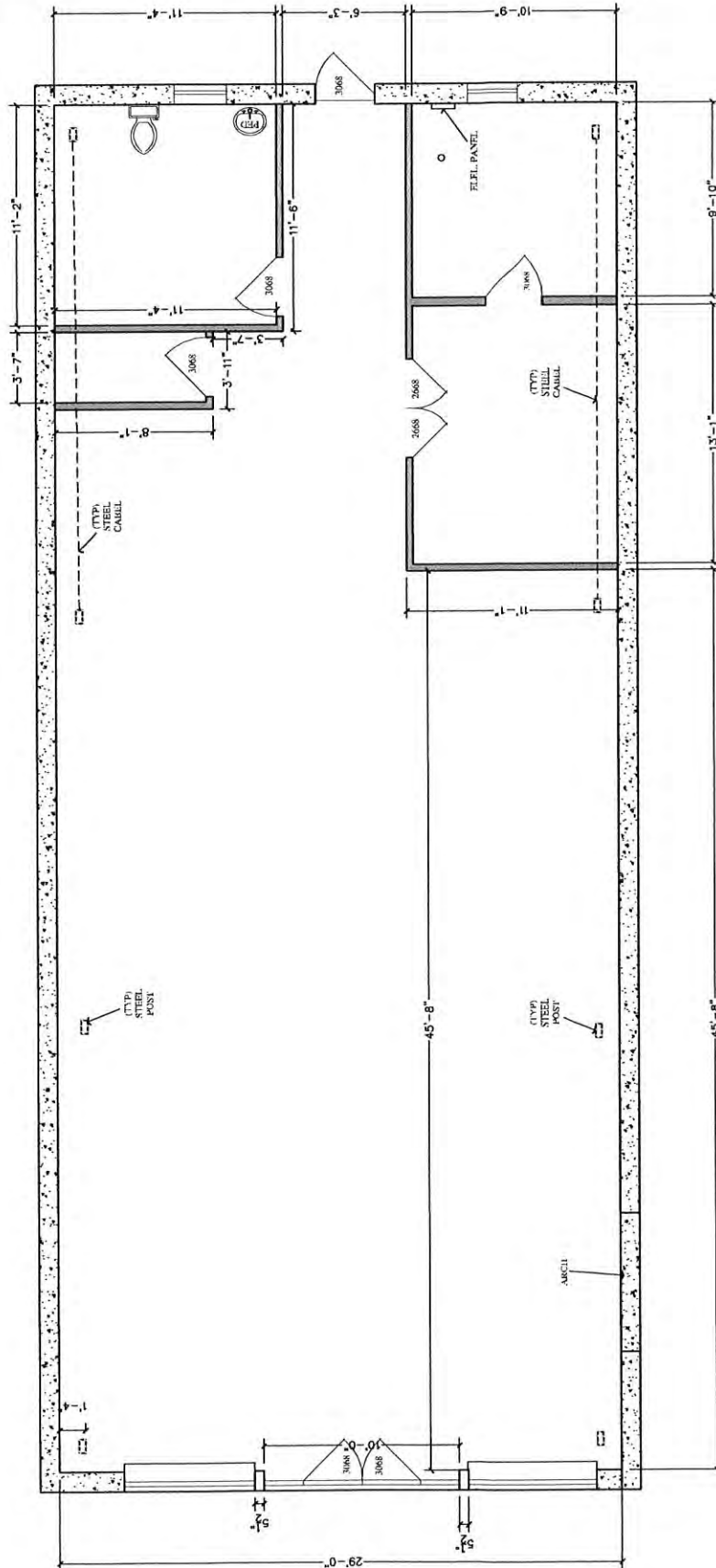
Revisions
No. Date:
No. Date:
ISSUE DATE: 11/30/23

CHKD BY:
TxCad

DRWN BY:
TxCad

ORG. FLOOR PLAN
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A1



ORIGINAL PLAN

SCALE: 1/4" = 1'-0"



**BOX 1138
Kyle,
Texas 78640
Tel: (512) 585-1635**

This drawing and the design shown are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. Every effort has been taken to assure the accuracy of these drawings. Furthermore, the general contractor must check and verify all dimensions.

©2023
TexasCad

RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

Revisions

No. _____ Date: _____

No. _____ Date: _____

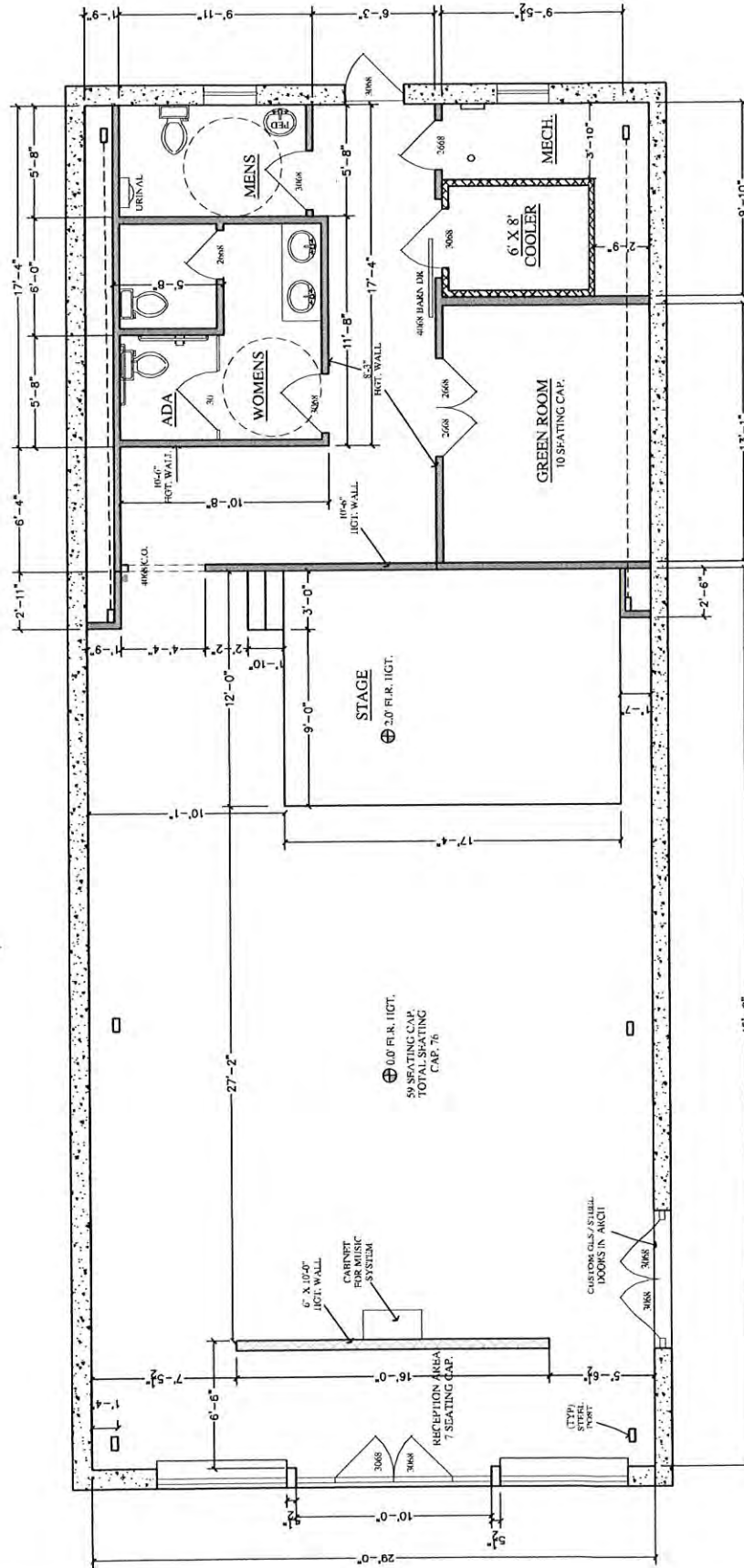
ISSUE DATE: 11/30/23

CHKD BY:

DRWN BY:

NEW FLOOR PLAN
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A2



NEW FLOOR PLAN
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"



This drawing and the design shown are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. Every effort has been taken to assure the accuracy of these drawings. Furthermore, the general contractor must check and verify all dimensions.

©2023

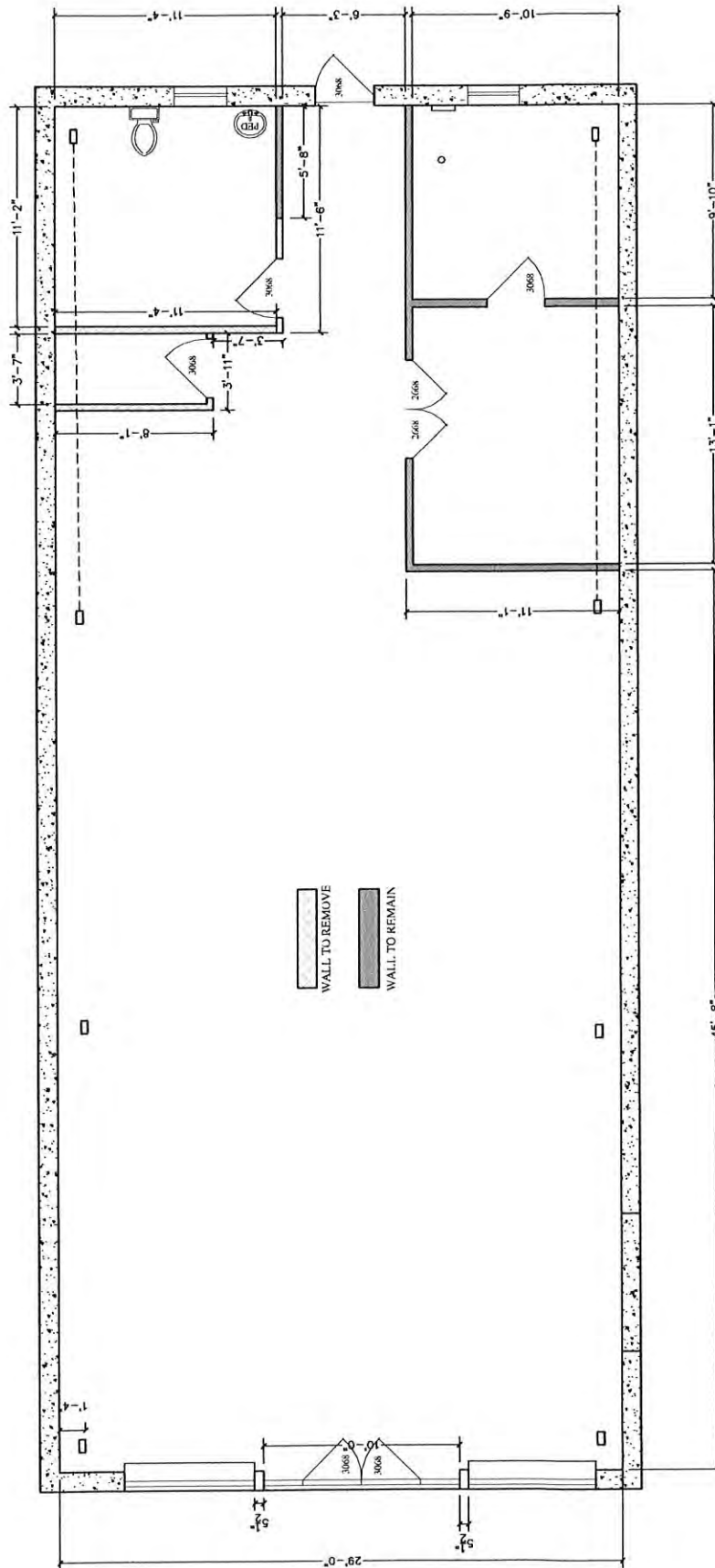
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

Revisions
No. ___ Date: ___
No. ___ Date: ___
ISSUE DATE: 11/30/23

CHKD BY:	DRWN BY:
TxCod	TxCod

TEAR OUT PLAN
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A3



TEAR OUT PLAN

SCALE: 1/4" = 1'-0"



BOX 1138
Arlene, TX 76640
Tel: (512) 585-1635

The drawings and the design shown are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written permission is prohibited and any infringement will be subject to legal action. Every effort has been taken to ensure the accuracy of these drawings. The drawings are general in nature and do not constitute a contract. All dimensions are in inches unless otherwise noted.

©2023
TexasCad

RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

Revisions
No. Date
No. Date
ISSUE DATE: 11/30/23

CHKD BY:
TxCad
DRWN BY:
TxCad

ADA NOTES
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A4

Figure 604.3.1 Size of Clearance at Water Closets

604.3.2 Overlap. The required clearance around the water closet shall be permitted to overlap the required clearance around the water closet. The overlap shall be a minimum of 12 inches (305 mm) on one side and 24 inches (610 mm) minimum on the other side.

604.3.3 Grab Bars. Grab bars for water closets shall comply with 609. Grab bars shall be provided on the side wall closest to the water closet and on the rear wall.

604.3.1 Side Wall. The side wall grab bar shall be 42 inches (1065 mm) long minimum, located 12 inches (305 mm) maximum from the rear wall and extending 54 inches (1370 mm) minimum from the rear wall.

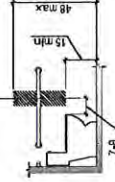


Figure 604.5.1 Side Wall Grab Bar at Water Closets Figure 604.5.2 Rear Wall Grab Bar at Water Closets

604.5.2 Rear Wall. The rear wall grab bar shall be 36 inches (915 mm) long minimum and extend from the centerline of the water closet 12 inches (305 mm) minimum on one side and 24 inches (610 mm) minimum on the other side.

604.6 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with 604.8.2.

604.7 Dispensers. Toilet paper dispensers shall comply with 309.4 and shall be 7 inches (180 mm) minimum and 9 inches (230 mm) maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.



603 Toilet and Bathing Rooms

603.2 Clearances. Clearances shall comply with 603.2.

603.2.1 Turning Space. Turning space complying with 304 shall be provided within the room.

603.2.2 Overlap. Required clear floor space, clearance at fixtures, and turning space shall be permitted to overlap.

603.2.3 Door Swing. Doors shall not swing into the clear floor space or clearance required for any fixture. Doors shall be permitted to swing into the required turning space.

603.3 Mirrors. Mirrors located above lavatories or counter tops shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or counter tops shall be installed with the bottom edge of the reflecting surface 35 inches (889 mm) maximum above the finish floor or ground.

603.4 Coat Hooks and Shelves. Coat hooks shall be located within one of the reach ranges specified in 309. Shelves shall be located 40 inches (1015 mm) minimum and 48 inches (1220 mm) maximum above the finish floor.

604 Water Closets and Toilet Compartments
604.2 Location. The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 16 inches (405 mm) minimum to 18 inches (455 mm) maximum from the side wall or partition, except that the water closet shall be 17 inches (430 mm) minimum and 19 inches (480 mm) maximum from the side wall or partition if the water closet is located in a room where the water closet shall be arranged for a left-hand or right-hand approach.

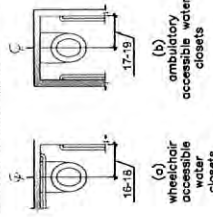
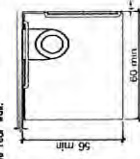


Figure 604.2 Water Closet Location

604.3.1 Size. Clearance around a water closet shall be 60 inches (1525 mm) minimum measured perpendicular from the side wall and 56 inches (1420 mm) minimum measured perpendicular from the rear wall.



605 Urinals

605.2 Height and Depth. Urinals shall be the side-type or the wall-hung type with the rim 17 inches (430 mm) maximum above the finish floor or ground. Urinals shall be 13 1/2 inches (343 mm) deep minimum measured from the outer face of the urinal rim to the back of the fixture.

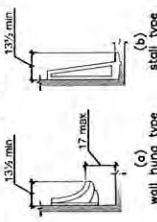


Figure 605.2 Height and Depth of Urinals

605.3 Clear Floor Space. A clear floor or ground space complying with 305 positioned for forward approach shall be provided.

605.4 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309.

Figure 604.7 Dispenser Outlet Location

604.8 Toilet Compartments. Wheelchair accessible toilet compartments shall meet the requirements of 604.8.1 and 604.8.3. Compartments containing more than one plumbing fixture shall comply with 603. Ambulatory accessible compartments shall comply with 604.8.2 and 604.8.3.

604.8.1 Wheelchair Accessible Compartments. Wheelchair accessible compartments shall comply with 604.8.1.1.

604.8.1.1 Size. Wheelchair accessible compartments shall be 60 inches (1525 mm) wide minimum measured perpendicular to the side wall, and 56 inches (1420 mm) deep minimum for wall-hung water closets and 58 inches (1480 mm) deep minimum for floor-mounted water closets measured perpendicular to the rear wall. Wheelchair accessible compartments for children's use shall be 60 inches (1525 mm) wide minimum measured perpendicular to the side wall, and 58 inches (1480 mm) deep minimum for wall-hung and floor-mounted water closets measured perpendicular to the rear wall.

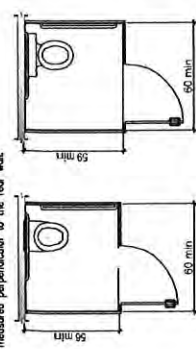


Figure 604.8.1.1 Size of Wheelchair Accessible Toilet Compartment

604.8.1.2 Doors. Toilet compartment doors, including door hardware, shall comply with 404 except that if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be at least 4 inches (100 mm) from the water closet. Where located in the front partition, the door opening shall be 4 inches (100 mm) maximum from the side wall or partition furthest from the water closet. Where located in the side wall or partition, the door opening shall be 4 inches (100 mm) maximum from the front partition. The door shall be self-closing. A door full complying with 404.2.7 shall be placed on both sides of the door near the latch. Toilet compartment doors shall not swing into the minimum required compartment area.



**TEXAS CAD
DESIGNS**
BOX 1138
Kille,
Texas 78940
Tel: (512) 585-1635

This drawing and the design contained herein are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. Every effort has been taken to assure the accuracy of these drawings. Furthermore, the general contractor must check and verify all dimensions.

©2023
TexasCad

RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

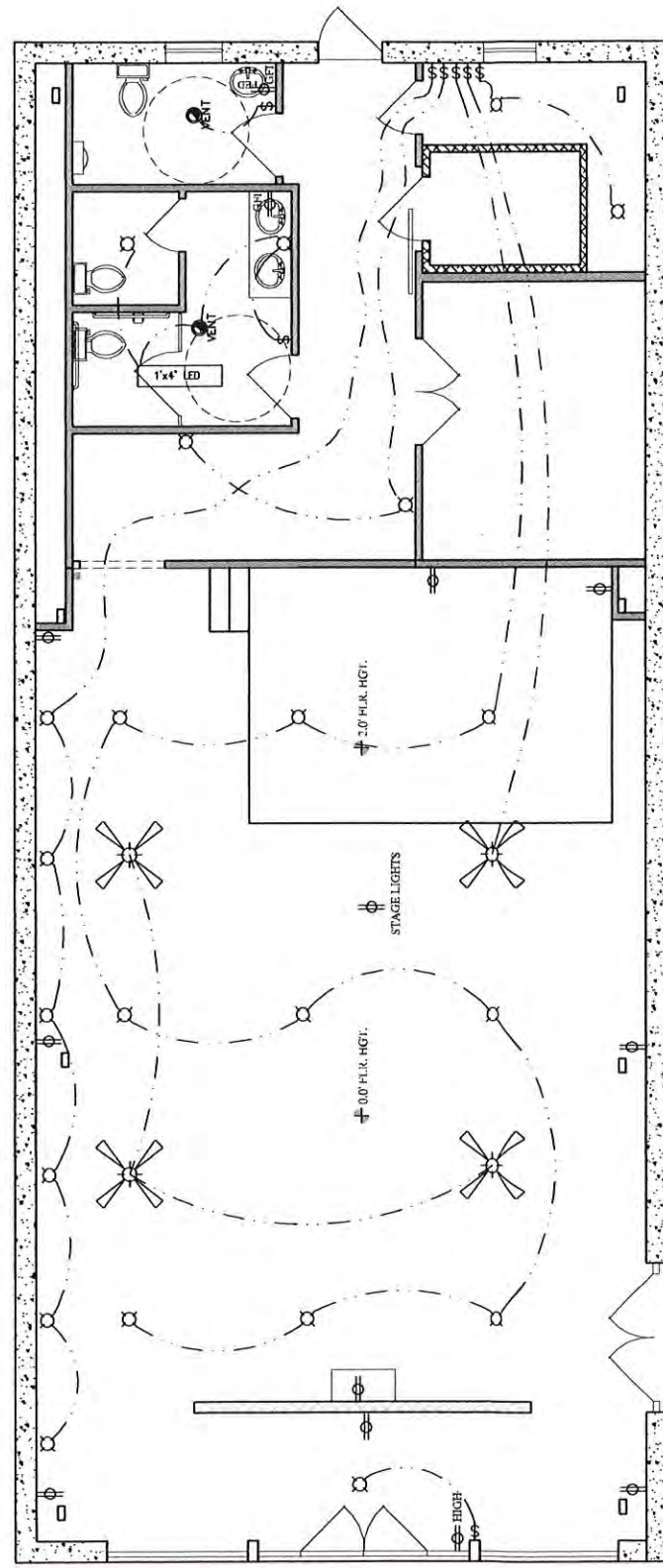
Revisions
No. Date
No. Date
ISSUE DATE: 11/20/23

CHKD BY:
TxCad
DRWN BY:
TxCad

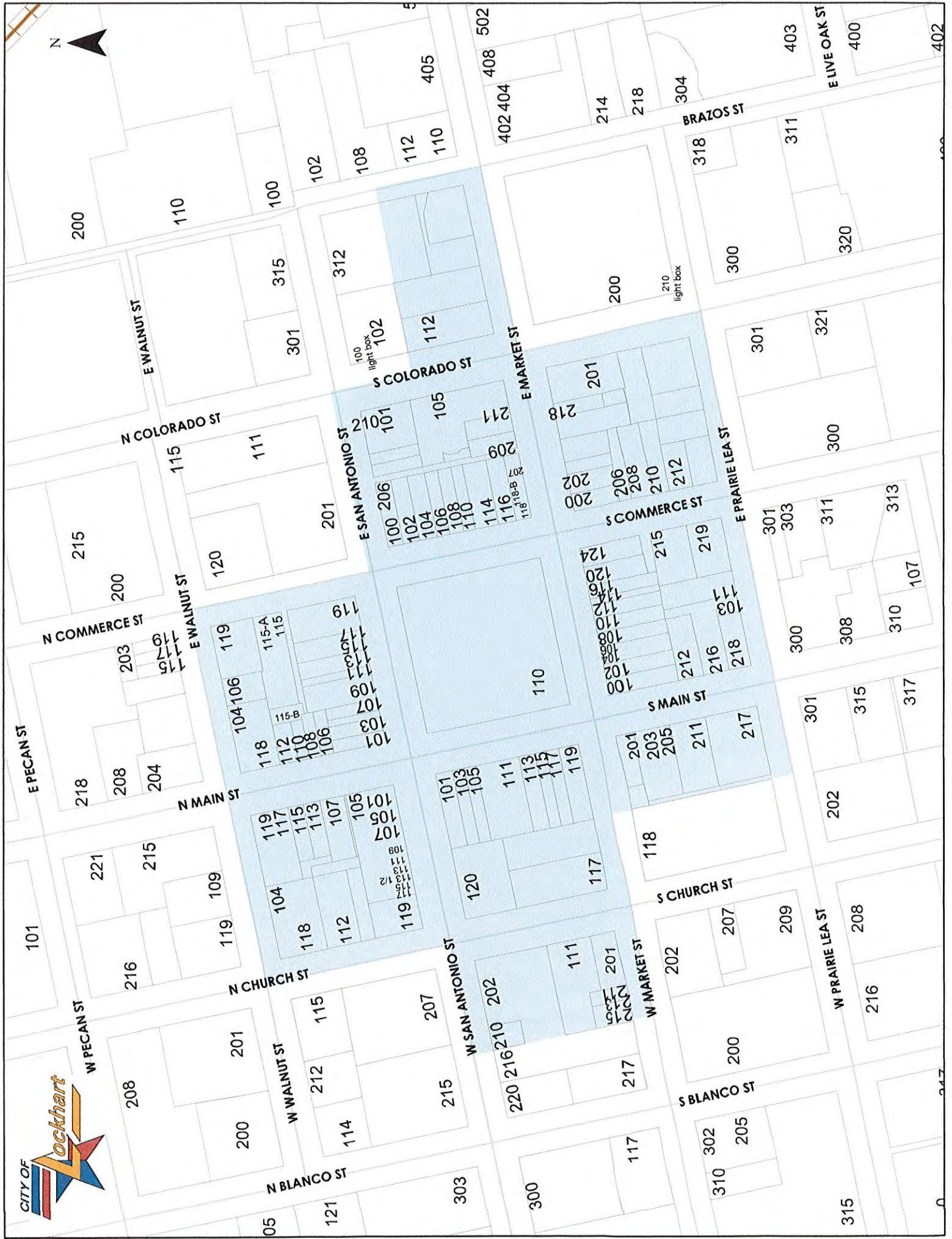
ELECTRICAL PLAN
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A5

SYMBOL SCHEDULE	
	CEILING FAN W/ LIGHT
	WALL MOUNTED DIMMER / W/ SWITCH
	WALL MOUNTED DUPLEX OUTLET
	RECESSED WALL MOUNTED DIMMER / SWITCH



ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"





HISTORIC PROPERTY PRESERVATION TAX ABATEMENT APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: Ronda Reagan / 76 Texan MAILING ADDRESS: 412 W. San Antonio St.
DAY-TIME TELEPHONE: 512-757-1121 Lockhart, TX 78644
E-MAIL: rreagan2@gmail.com

PROPERTY

ADDRESS: 112 N. Main Street, Lockhart, TX 78644
LEGAL DESCRIPTION (IF PLATTED): Cit. Lockhart, Block 23, Lot Pt 6
SIZE: 2325 SQUARE FEET OR 0.54 ACRE(S) ZONING CLASSIFICATION CCB
0.053

HISTORICAL SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): A.L. Brodchick Gus Birkner
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1896
STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): within National Historic Dist.
HISTORICAL NAME(S) OF BUILDING(S) (IF KNOWN): Otto Seeliger Blacksmith Building - City of Lockhart

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 ACT ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER. AN E-MAILED AUTHORIZATION FROM THE PROPERTY OWNER TO THE PLANNING DEPARTMENT IS ALSO ACCEPTABLE.

*PLEASE NOTE THAT A CERTIFICATE FOR ALTERATION MUST BE APPROVED BY THE HISTORICAL PRESERVATION COMMISSION, PRIOR TO APPROVAL OF THE REQUESTED TAX ABATEMENT.

SIGNATURE OF PROPERTY OWNER: Ronda Reagan
PRINTED NAME: Ronda Reagan DATE: 12-6-23

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. AN AFFIDAVIT BY THE OWNER DESCRIBING THE HISTORICAL SIGNIFICANCE OF THE STRUCTURE(S) IN NEED OF TAX RELIEF, INCLUDING ANY RELEVANT OR USEFUL INFORMATION REGARDING THE HISTORY OF THE STRUCTURE(S) (HISTORICAL PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, ETC.)
2. A PLAN AND DETAILED WRITTEN DESCRIPTION OF THE IMPROVEMENTS, ENHANCEMENT, REHABILITATION, AND/OR PRESERVATION ("WORK") FOR WHICH TAX ABATEMENT IS REQUESTED.
3. A SITE PLAN SHOWING THE TYPE, NUMBER, AND LOCATION OF ALL EXISTING IMPROVEMENTS ON THE PROPERTY (PRIMARY AND ACCESSORY BUILDINGS, FENCES, SIGNS, ETC.)
4. A COPY OF THE LAST PAID TAX RECEIPT, AN ITEMIZED STATEMENT OF THE CURRENT ASSESSED PROPERTY VALUE, AND A COPY OF THE PROPERTY'S CURRENT APPRAISAL CARD AND PROPERTY TAX RECORD ON FILE AT THE CALDWELL COUNTY APPRAISAL DISTRICT.
5. AN ITEMIZED STATEMENT OF THE COSTS FOR THE PROPOSED WORK AND ESTIMATED PROPERTY VALUE UPON COMPLETION.
6. A SCHEDULE OF THE ESTIMATED CONSTRUCTION TIME WITH START AND COMPLETION DATES OF THE PROPOSED WORK.
7. A DETAILED STATEMENT OF THE CURRENT AND PROPOSED USE OF THE PROPERTY.
8. IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.
9. **APPLICATION FEE OF \$200.00**, PAYABLE TO THE CITY OF LOCKHART.

OFFICE USE ONLY

CASE NUMBER: TA- 23 - 02 ACCEPTED BY: Kevin Waller
DATE SUBMITTED: 12/7/23 RECEIPT NUMBER: R01263589
HISTORICAL PRESERVATION COMMISSION INITIAL SITE INVESTIGATION DATE: 12/20/23
HISTORICAL PRESERVATION COMMISSION MEETING DATE: 12/20/23
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)
CITY COUNCIL MEETING DATE: 1/16/24
CITY COUNCIL DECISION OF ELIGIBILITY: _____
APPLICANT SWORN STATEMENT OF COMPLETION – DATE SUBMITTED: _____
HISTORICAL PRESERVATION COMMISSION FINAL SITE INVESTIGATION DATE: _____
HISTORICAL PRESERVATION COMMISSION APPROVAL DATE: _____
CITY NOTIFICATION TO APPRAISAL DISTRICT – DATE: _____

DIVISION 2. TAX ABATEMENT

Sec. 28-20. Tax abatement for preservation of historic properties.

Historical preservation contributes to the economic development, growth and expansion of a community. The following tax abatement program is designed to encourage historical preservation in the city and to provide guidelines, criteria, and procedures for such tax abatements consistent with stated policy, and incorporate the components, requirements and criteria included in sections 28-21 through 28-24.

(Code 1982, § 12.5-20; Ord. No. 93-19, pt. 20, 9-21-93; Ord. No. 2017-03, § I, 2-7-17)

Sec. 28-21. General criteria and guidelines of tax abatement program.

(a) An historic landmark or a property in an historic district in need of tax relief to encourage improvement and preservation in accordance with the provisions of this chapter and which is improved, enhanced, rehabilitated, restored and/or preserved as certified by the commission may have a tax abatement granted, subject to the approval and conditions of the city.

(b) The enhancement qualifying for a tax abatement shall be either interior or exterior, or both, but shall require a review and certificate for alteration by the commission.

(c) Eligibility for a tax abatement shall not be limited as to zoning classification or use, but shall be subject to the property owner(s), tenant(s), and the city entering into a tax abatement agreement.

(d) A minimum threshold for qualification to participate shall be established based on a minimum cost of qualifying enhancement which equals or exceeds the minimum tax abatement allowed.

(e) The minimum tax abatement allowed shall be an amount equal to the previous two years of city taxes actually paid on the property. The city council may set a different minimum abatement.

(f) The total tax abatement shall not exceed the owner's and/or tenant's total out-of-pocket cost of the enhancement certified by the commission.

(g) The maximum tax abatement allowed shall be one of the following effected for a maximum term of ten years:

- (1) The qualified property may have no assessed value for City of Lockhart ad valorem taxation for a period of five tax years after the completion of the certified enhancement. Thereafter, the qualified property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period.
- (2) The property may receive an abatement of the city ad valorem taxation of the added value in the eligible property as determined by the increase in the assessed value in the property as a result of the improvements and preservation.

(h) Any tax abatement granted shall begin on the first day of the first tax year after verification of completion of the rehabilitation and/or preservation required for certification, provided that the building shall comply with the applicable zoning regulations for its use and location.

(i) Any property which receives a tax abatement shall be designated and zoned historic (H or HL) by the city council prior to verification. To qualify and receive the tax relief as specified in this section, the property must be zoned historic (H or HL) and be maintained in a minimal condition equal to the condition at the time of verification.

(j) The historical preservation officer shall inspect and verify to the tax authorities annually that the property qualifies for the scheduled tax abatement.

(k) The work which is certified for tax abatement must be completed within one year of the certification and agreement. The certified and/or verified tax abatement shall carry with the property. A property may be certified and verified for additional work and receive more than one tax abatement concurrently, but not to exceed the limits allowed by the tax abatement program.

(Code 1982, § 12.5-21; Ord. No. 93-19, pt. 21, 9-21-93; Ord. No. 2017-03, § I, 2-7-17)

Sec. 28-22. Application for tax abatement.

(a) Application for an historic property preservation tax abatement pursuant to this section shall be filed with the city manager for review by the commission which will make a recommendation to the city council. Each application shall be signed and sworn to by the owner of the property and shall:

- (1) State the legal description and a map of the property proposed for certification;
- (2) Include an affidavit by the owner describing the historic significance of the structure in need of tax relief;
- (3) Include a plan and detailed written description of the improvements, enhancement, rehabilitation and/or preservation ("work") for which tax abatement is requested;
- (4) A list of the kind, number and location of all improvements to the property;
- (5) A copy of the last paid tax receipt and itemized statement of the current assessed property value;
- (6) Include an itemized statement of costs for the proposed work and estimated property value upon completion;
- (7) Include a schedule of the estimated construction time with start and completion dates of the proposed work;
- (8) Authorize the members of the commission, the city tax assessor-collector and city officials to visit and inspect the property proposed for certification;
- (9) Include a detailed statement of the current and proposed use and zoning for the property;

(10) Provide any additional information to the commission which the owner deems relevant or useful, such as the history of the structure; and

(11) Processing and appraisal fees may be required by the city at the time of application.

(b) Each application shall contain sufficient documentation confirming or supporting the information submitted therein. The approval of tax abatement will depend upon the quality of the information provided by the applicant.

(Code 1982, § 12.5-22; Ord. No. 93-19, pt. 22, 9-21-93)

Sec. 28-23. Certification for tax abatement.

Upon receipt of the sworn application, the commission shall make an investigation of the property and shall certify the facts to the city within 30 days along with the commission's documentation for approval or disapproval of the application for abatement. Upon receipt of the certified application for tax abatement as well as the recommendation of the commission, the city council shall within 30 days approve or disapprove eligibility of the property for tax relief pursuant to sections 28-21 through 28-24. In determining eligibility, the City of Lockhart shall first determine that the applicant is in compliance with all the requirements of these sections and the city Code. The certification for tax abatement for specified work shall be valid for one year. The city shall require the property owners, tenants and city enter into a tax abatement agreement which may set further conditions on the tax abatement authorized. The verification and subsequent tax abatement may carry with the property provided the conditions of the abatement are met and the city is in agreement.

(Code 1982, § 12.5-23; Ord. No. 93-19, pt. 23, 9-21-93; Ord. No. 2017-03, § I, 2-7-17)

Sec. 28-24. Verification for tax abatement.

Upon completion of the preservation and/or rehabilitation, the certified applicant shall submit a sworn statement of completion acknowledging that the enhancement and preservation work as certified by the commission is complete. The commission, upon receipt of the sworn statement of completion, but no later than 30 days thereafter, shall make an investigation of the property and shall approve or disapprove the fact that the property has been substantially completed as required for certification. If verification or completion shall be deemed unfavorable, the certified applicant shall be notified in writing, listing the work required to complete the preservation and/or rehabilitation in order to secure the tax abatement provided herein. If the verification of completion is favorable, the commission shall notify the City of Lockhart in writing of compliance. The city shall notify the tax authorities, and thereafter the tax assessor-collector shall provide the property with the tax abatement authorized by the agreement and program, provided the property is maintained in a minimal condition equal to the condition at the time of verification.

(Code 1982, § 12.5-24; Ord. No. 93-19, pt. 24, 9-21-93)



Historic Property Preservation Tax Abatement

The Tax Abatement Program encourages preservation of historic buildings in order to maintain and enhance the architectural character of Lockhart's downtown Historic District and individual properties designated as local Historic Landmarks.

General Information:

- The minimum tax abatement allowed shall be an amount equal to the previous two years of city taxes actually paid on the property.
- The total tax abatement shall not exceed the owner's and/or tenant's total out-of-pocket cost of the improvements.
- The tax abatement applies only to municipal taxes.
- The property owner must be current on property taxes prior to authorization of any tax abatement.
- In addition to the Tax Abatement Application, a Certificate for Alteration Application must be approved by the Historical Preservation Commission, prior to the Commission's approval of the tax abatement.
- The tax abatement may carry with the property.
- Both residential and non-residential properties are eligible.
- www.library.municode.com/tx/lockhart/codes/code_of_ordinances?nodeId=PTIICOR_C H28HIDILA S28-20TAABPRHIPR

Process Summary:

- 1) The *Historic Property Preservation Tax Abatement Application* shall be filed with the City Manager (Planning Department will coordinate) for review by the Historical Preservation Commission.
- 2) The Commission will make a recommendation to the City Council within 30 days.
- 3) The City Council will then issue a decision within 30 days of the Commission's recommendation.
- 4) The work must be completed within one year of certification and agreement.
- 5) Upon completion of the work, the applicant shall submit a sworn statement of completion.
- 6) The Commission will then have 30 days to inspect the property to determine its eligibility for tax abatement.
- 7) Once the property is found to be eligible, the City will direct the Caldwell County Appraisal District to apply the tax abatement.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT is made and entered into as of the 16th day of January, 2024 (the "*Effective Date*"), by and between **Ronda Reagan of 7G Texan, LLC** (property owner), and the City of Lockhart, a Texas home rule city in Caldwell County, Texas, upon the terms and conditions set forth herein:

- A. The City Council of the City of Lockhart recognizes the importance of the preservation of historically significant structures within the city, and that historic preservation contributes to the economic development, growth, and expansion of a community.
- B. The expenses involved with the restoration and upkeep of said structures often exceeds that of newer structures.
- C. The City Council desires to encourage preservation of historically significant structures by providing the owners of said structures with property tax relief.
- D. The Historic Districts and Landmarks Ordinance, Lockhart Code of Ordinances, Sections 28-21, 28-22, 28-23, and 28-24 provide that upon application and approval by the City Council, the owner of property designated as a historic landmark or located within a historic district may receive an abatement on the municipal taxes assessed on the property.
- E. The said abatement being that the qualified property may have no assessed value for City of Lockhart ad valorem taxation for a period of five tax years after completion of the certified enhancement(s). Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period.
- F. The property may receive an abatement of the City ad valorem taxation of the added value in the eligible property as determined by the increase in the assessed value in the property as a result of the improvements and preservation.
- G. The minimum tax abatement allowed shall be an amount equal to the previous two years of City taxes actually paid on the property. The City Council may set a different minimum abatement.
- H. The total tax abatement shall not exceed the owner's total out-of-pocket cost of the enhancement.
- I. The work which is certified for tax abatement must be completed within one year of the certification and agreement.

- J. The certified and/or verified tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- K. Ronda Reagan of 7G Texan, LLC, owner of the property located at 112 North Main Street, Lockhart, Caldwell County, Texas, more fully described as Part of Lot 6, Block 23, Original Town of Lockhart, has applied for a tax abatement for interior improvements to an existing commercial building in the Courthouse Square Historic District to include reorganizing interior walls, expanding the bathrooms to be ADA-compliant, connecting the subject property to the adjacent building under the same ownership by re-opening a boarded archway and installing a door, and installing a 208 square-foot stage and accompanying lighting. The changes will include the necessary plumbing and electrical upgrades to support the new facilities. Ms. Reagan has met the requirements set forth in Sections 28-21, 28-22, and 28-23 of the Lockhart Code of Ordinances, including a determination of eligibility by the City Council at its January 16, 2024 Public Hearing. Section 28-24 addresses later steps in the process, including the property owner's submission of a sworn statement of completion, final investigation of the property by the Historical Preservation Commission, and the City's notification to the Caldwell County Appraisal District to apply the tax abatement accordingly.
- L. For the tax year beginning after the completion of the certified enhancement, and continuing for a total of five tax years, Ronda Reagan is granted a 100% abatement of the municipal taxes assessed against the property located at 112 North Main Street. Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period. In no event shall the total tax abatement exceed the total out-of-pocket cost of the enhancements certified by the Commission, the most recent estimate of which, documented by the owner, is **\$50,800.00**.

DATED AND EFFECTIVE as of the Effective Date first written above.

PROPERTY OWNER:

7G Texan, LLC

By: _____

Name: _____

Title: _____

CITY:

City of Lockhart, Texas

By: _____

Name: _____

Title: _____

Approved as to form:

Name: _____

Title: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss the 1st Quarter Fiscal Year 2024 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez, ACM

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 1st Quarter Investment Report of Fiscal Year 2024, ending December 31st, 2023 is presented for your review and acceptance.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request a motion to accept the 1st Quarter Investment Report for Fiscal Year 2024.

LIST OF SUPPORTING DOCUMENTS: FY2024 1st Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended December 31, 2023

January 16, 2024

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended December 31, 2023

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period October 1, 2023 through December 31, 2023. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

October 1, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
800,907	800,907
0	0
36,002,468	35,999,833
0	0
36,803,375	36,800,740
736,236	736,236
0	0
39,591,333	39,591,082
0	0
40,327,570	40,327,318

December 31, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

October 1, 2023

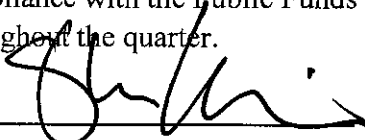
Unrestricted Funds
Restricted Funds
Total Funds

Fund Availability	
12,069,665	12,069,665
24,733,710	24,731,075
36,803,375	36,800,740
12,197,400	12,197,400
28,130,169	28,129,918
40,327,570	40,327,318

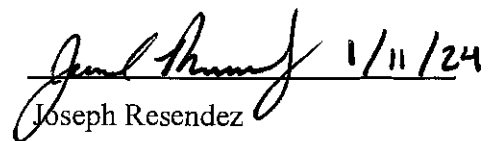
December 31, 2023

Unrestricted Funds
Restricted Funds
Total Funds

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.



Steve Lewis
City Manager



Joseph Resendez
ACM, Interim Finance Director

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended December 31, 2023

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>October 1, 2023</u>				
Cash	800,907	2.2%	800,907	2.2%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	36,002,468	97.8%	35,999,833	97.8%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	36,803,375	100.0%	36,800,740	100.0%
<u>December 31, 2023</u>				
Cash	736,236	1.8%	736,236	1.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	39,591,333	98.2%	39,591,082	98.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	40,327,570	100.0%	40,327,318	100.0%
<u>Change in Value</u>				
Cash	(64,671)		(64,671)	
Marketable Securities	0		0	
Investment Pools	3,588,866		3,591,249	
Certificates of Deposits	0		0	
Portfolio Total	3,524,195		3,526,578	
	0			
<u>Maturity Data</u>				
	Book Value @ 12/31/2023	Weighted Average Maturity	Yield to Maturity	
Cash	736,236	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	19,703,373	50 Days *	5.57%	
Investment Pools - TexPool	10,881,874	38 Days *	5.37%	
Investment Pools - TexSTAR	9,006,087	45 Days *	5.62%	
Certificates of Deposits	0	0 Days	0.00%	
	40,327,570	45 Days	5.45%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ December 31, 2023 5.33%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	1,774
Marketable Securities	0
Investment Pools - Texas CLASS	274,744
Investment Pools - TexPool	121,025
Investment Pools - TexSTAR	119,922
Certificates of Deposits	0
Total Return on Investment	517,466

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended December 31, 2023

General Operating Account - FLNB		
		<u>Value</u>
October 1, 2023	\$	800,907
Deposits		15,234,151
Withdrawals		(15,300,595)
Interest Earned		1,774
December 31, 2023	\$	736,236

Total Cash Accounts		
		<u>Value</u>
October 1, 2023	\$	800,907
Deposits		15,234,151
Withdrawals		(15,300,595)
Interest Earned		1,774
December 31, 2023	\$	736,236

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended December 31, 2023

<u>Holdings During the Quarter</u>														
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon 0.34%</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Value @ Par</u>	<u>Beginning Book Value</u>	<u>Beginning Market Value</u>	<u>Ending Value @ Par</u>	<u>Ending Book Value</u>	<u>Ending Market Value</u>
										October 1, 2023			December 31, 2023	
														0
														0
Totals			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<u>Purchases</u>									
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>	<u>Price</u>	<u>Accrued Interest</u>
				0.22%					
Totals			\$ -				\$ -		\$ -

<u>Maturities</u>							
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
Totals			\$ -	0.59%			\$ -

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended December 31, 2023

TexPool - City of Lockhart					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2023	7,687,675	7,687,137	0.999930	19 Days	4.6100%
Deposits	8,515,000				
Withdrawals	(5,441,826)				
Interest Earned	121,025				
December 31, 2023	10,881,874	10,881,874	1.00000	38 Days	5.3700%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2023	19,428,629	19,428,629	1.00000	36 Days	4.8600%
Deposits	0				
Withdrawals	0				
Interest Earned	274,744				
December 31, 2023	19,703,373	19,703,373	1.00000	50 days	5.5744%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2023	8,886,164	8,886,422	1.00003	39 Days	4.6066%
Deposits	0				
Withdrawals	0				
Interest Earned	119,922				
December 31, 2023	9,006,087	9,005,835	0.999972	45 Days	5.6200%

Total of All Pools		
	<u>Book Value</u>	<u>Market Value</u>
October 1, 2023	36,002,468	36,002,188
Deposits	8,515,000	
Withdrawals	(5,441,826)	
Interest Earned	515,692	
December 31, 2023	39,591,333	39,591,082

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended December 31, 2023

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									October 1, 2023		December 31, 2023	
			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			\$ -				\$ -

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			\$ -				\$ -

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u>Standard and Poor's Ratings</u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
January-23	AAAm	AAAm	AAAm
February-23	AAAm	AAAm	AAAm
March-23	AAAm	AAAm	AAAm
April-23	AAAm	AAAm	AAAm
May-23	AAAm	AAAm	AAAm
June-23	AAAm	AAAm	AAAm
July-23	AAAm	AAAm	AAAm
August-23	AAAm	AAAm	AAAm
September-23	AAAm	AAAm	AAAm
October-23	AAAm	AAAm	AAAm
November-23	AAAm	AAAm	AAAm
December-23	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u>Standard and Poor's Ratings</u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
January-23			AAA
February-23			AAA
March-23			AAA
April-23			AAA
May-23			AAA
June-23			AAA
July-23			AAA
August-23			AAA
September-23			AAA
October-23			AAA
November-23			AAA
December-23			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Further discussion of grant application for funding allocated from the Texas General Land Office (GLO) for hazard mitigation projects.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley, Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

UPDATE

City Council provided staff direction at the January 2, 2024, City Council meeting after discussing potential projects for further consideration. The previously discussed projects and additional projects are presented for review and discussion:

- FY 2024 Street Overlay Appropriation (\$650,000 - Design & Construction)
 - o Bois D'Arc (Pecos to Wichita)
 - o Prairie Lea (Frio to Rio Grande)
 - o Rosewood (US183 to Brazos)
 - o Red River (Cedar to Olive)
 - o Sunrise Terrace (FM20 to Sundown)
 - o Concho (Prairie Lea to Plum)
 - o Red River (China to Dead-end)
 - o Plum (Cibolo to Guadalupe)
- Bois D'Arc Street Overlay - Starting from N Medina St. to N Blanco St. (\$750,000 - Design & Construction - 3,100 LF)
- N Blanco Street Overlay - Starting from China St. to Bois D'Arc St. (\$552,000 - Design & Construction - 2,400 LF)
- N Pecos Street Overlay with Curb and Gutter - Starting from Silent Valley Rd. to N Dead-End (\$207,000 - Design & Construction for Overlay Only - 1,800 LF)
- Peach Street Overlay with Curb and Gutter - Starting from N Medina St. to Wichita St. (\$207,000 - Design & Construction for Overlay Only - 1,500 LF)
- N Church Street with Curb and Gutter - Starting from Creek to Pecan St. (\$94,000 - Design & Construction for Overlay Only - 515 LF)
- Bois D'Arc St. Waterline Replacement - Starting from Elm St. to N Blanco St. (\$665,000 - Design & Construction - 1,300 Linear Feet)
- N. Blanco St. Waterline Replacement - Starting from W Olive St. to Willow St. (\$595,000 - Design & Construction - 830 LF)
- 50% Design Costs for Clear Fork St. and City Line Rd. (\$300,000; Remaining 50% from Impact Fees)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

- SH-142 x Mockingbird Ln Intersection Improvements (\$1M - Construction)
- Fire Station No. 1 Remodel (\$637,000 - Design & Construction)

Further, staff discussed the above projects with GLO and grant administrators in comparison to other successful regional project applications for insight into the application review process. For example, a Fire Station Remodel project would be a unique submission; Projects consisting of Design-only (Engineering and other Professional Services) are frequently unsuccessful; and clarification regarding street **Overlay** projects vs. street **Reconstruction** projects.

History

As previously discussed with City Council during the FY 2023-24 budget workshops, the City was appropriated \$1,889,900 from the Texas General Land Office (GLO) for mitigation projects.

Additional requirements mandate at least 50% of total funds (\$945,000) must be spent on projects that directly benefit Low-and-Moderate-Income (LMI) persons within the city and a minimum 14-day public participation period. Funds have been appropriated to the City for eligible projects. However, an application must be submitted to access this funding. The project application deadline is Thursday, February 29th, 2024.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

- There are no local matching funds required to access funding. However, matching funds may be required if total project costs exceed available GLO funding and/or selected projects exceed the Engineering and Grant Administration limits provided below.
- 6 years (2028) to expend half of funding.
- 12 years (2034) to expend all funding.
- Limit of 15% of Construction Costs eligible for Engineering.
- Limit of 6% of Total Project Cost eligible for Grant Administration.

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

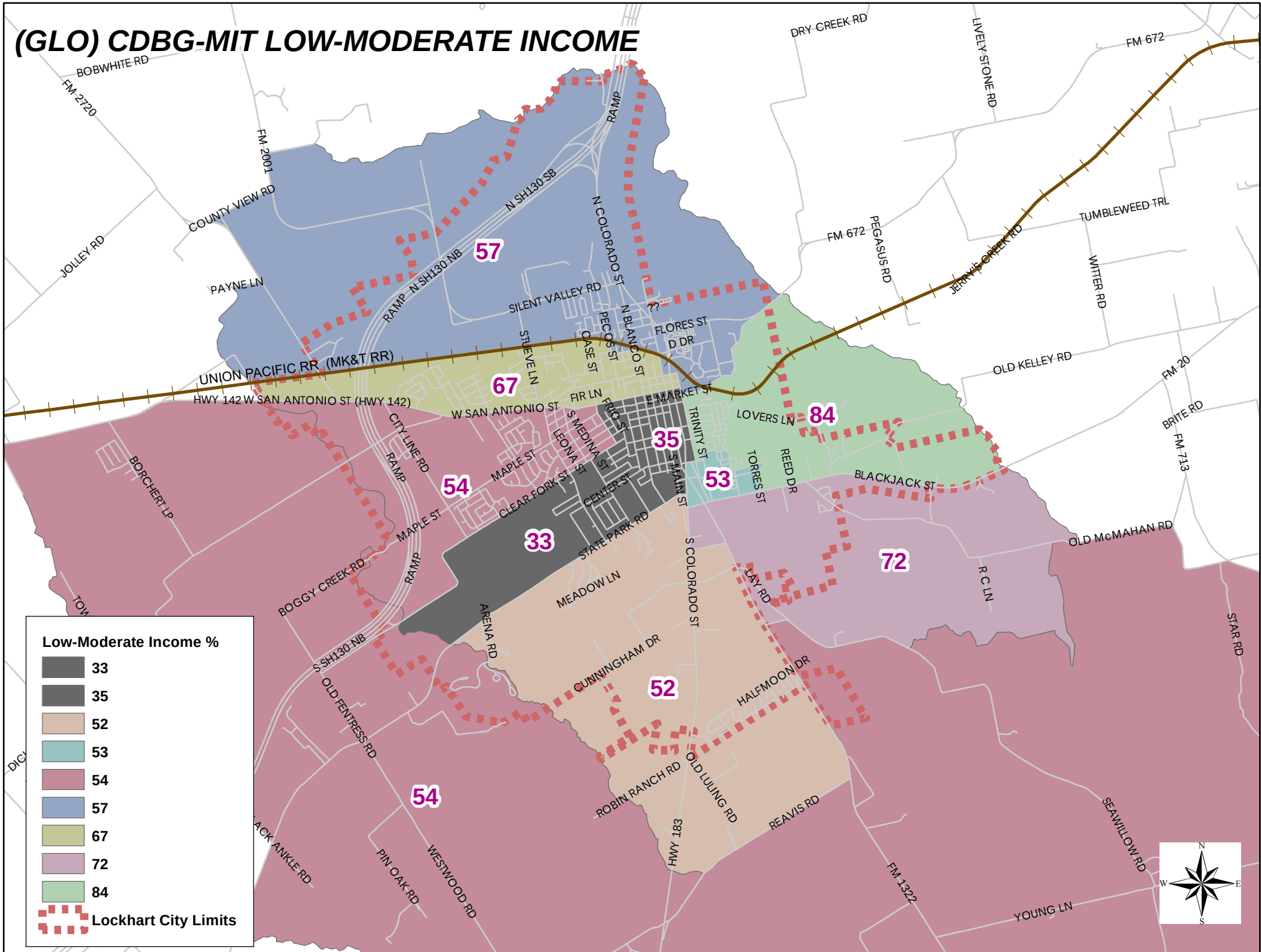
Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: No action is required at this time. City staff is refining eligible projects and will present for Council consideration to include in the funding application at the February 6th, 2024 meeting.

LIST OF SUPPORTING DOCUMENTS: City of Lockhart - LMI Map, CAPCOG - Approved Method of Distribution (MOD)

(GLO) CDBG-MIT LOW-MODERATE INCOME



Allocation Summary Worksheet

CAPCOG

COG: CAPCOG \$ 52,253,000.00

Total Allocation: \$ 52,253,000.00

HUD MID				
Entity	Allocation	Percentage of Total Allocation	LMI Portion	LMI Percentage
Fayette County	\$ 4,810,100	19.14%	\$ 2,405,100	50%
Carmine	\$ 2,548,300	10.14%	\$ 1,274,200	50%
Ellinger	\$ 1,588,300	6.32%	\$ 794,100	50%
Fayetteville	\$ 3,344,800	13.31%	\$ 1,672,400	50%
Flatonia	\$ 3,022,400	12.03%	\$ 1,511,200	50%
La Grange	\$ 4,556,000	18.13%	\$ 2,278,000	50%
Round Top	\$ 1,965,200	7.82%	\$ 982,600	50%
Schulenburg	\$ 3,289,900	13.09%	\$ 1,645,000	50%
Total	\$ 25,125,000	100.00%	\$ 12,562,600	50%
State MID				
Entity	Allocation	Percentage of Total Allocation	LMI Portion	LMI Percentage
Bastrop County	\$ 4,362,600	16.08%	\$ 2,181,300	50%
Bastrop	\$ 2,358,000	8.69%	\$ 1,179,000	50%
Elgin	\$ 1,970,700	7.26%	\$ 985,300	50%
Smithville	\$ 2,421,100	8.92%	\$ 1,210,600	50%
Caldwell County	\$ 3,499,500	12.90%	\$ 1,749,700	50%
Lockhart	\$ 1,889,900	6.97%	\$ 945,000	50%
Luling	\$ 1,527,800	5.63%	\$ 763,900	50%
Martindale	\$ 2,375,000	8.75%	\$ 1,187,500	50%
Lee County	\$ 2,548,800	9.40%	\$ 1,274,400	50%
Giddings	\$ 2,207,100	8.14%	\$ 1,103,500	50%
Lexington	\$ 1,967,500	7.25%	\$ 983,700	50%
Total	\$ 27,128,000	100.00%	\$ 13,563,900	50%

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss appointing two members to the Lockhart-Caldwell County Joint Airport Zoning Board to hear variance requests regarding the Lockhart Municipal Airport Hazard Zoning Map.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Recently, an application to build a new communication tower was received by the planning department. During the review process, it was discovered that the height of the tower exceeds the height limitations found in the Lockhart Hazard Zoning Map.

Ordinance 91-01 established the Lockhart Municipal Hazard Zoning Map on December 18, 1991. The zoning map identifies height restrictions based on the proximity to the Lockhart Municipal Airport and is centered around a model FAA zoning ordinance. Projects and/or towers seeking to exceed the height limitations found in the zoning map must file for a variance prior to the construction of the project. The adopted ordinance describes the process for variances regarding the limitation of the zoning map. In order to hear variance requests and make a recommendation to the Board of Adjustments, the Joint Airport Zoning Board must reconvene. Since the Joint Airport Board only meets to hear items related to the Airport Hazard Zoning Map, there are no current board members, so they must be selected. The process for member selection found in the ordinance is as follows:

Joint Airport Zoning Board-Means a board consisting of five (5) members, two (2) members appointed by the City Council of the City of Lockhart, Texas and two (2) members appointed by the Commissioners Court of Caldwell County, Texas. The four (4) members so appointed shall elect a fifth (5th) member who shall serve as chairman of said Lockhart-Caldwell County Airport Zoning Board.

The purpose for the joint City/County Board is due to the contour lines of the Lockhart Municipal Hazard Zoning Map stretching outside the City Limits of Lockhart.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends appointing two members to fill two vacancies on the Joint Airport Zoning Board.

LIST OF SUPPORTING DOCUMENTS: JAZB Ordinance 91-01 Lockhart-Caldwell County Joint Airport Zoning Board

LOCKHART MUNICIPAL AIRPORT

HAZARD ZONING ORDINANCE

91-01

AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY IN THE VICINITY OF THE LOCKHART MUNICIPAL AIRPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE LOCKHART MUNICIPAL AIRPORT HAZARD ZONING MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF ADJUSTMENT; AND IMPOSING PENALTIES

This ordinance is adopted pursuant to the authority conferred by the Airport Zoning Act, Tex. Local Gov't. Code Ann., #241.001 et seq (Vernon 1988).

It is hereby found that an obstruction has the potential for endangering the lives and property of users of Lockhart Municipal Airport, and property or occupants of land in its vicinity; that an obstruction may affect existing and future instrument approach minimums of Lockhart Municipal Airport, and that an obstruction may reduce the size of areas available for the landing, take-off, and maneuvering of aircraft, thus tending to destroy or impair the utility of Lockhart Municipal Airport, and the public investment therein. Accordingly it is declared that:

1. Lockhart Municipal Airport fulfills an essential community purpose; and
2. the creation or establishment of an obstruction has the potential of being a nuisance and may injure the region served by Lockhart Municipal Airport; and
3. it is necessary in the interest of public health, public safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented; and
4. the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.

It is further declared that the prevention of the creation or establishment of hazards to air navigation, the elimination, removal, alteration, or mitigation of hazards to air navigation, or the marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

Be it Ordained by the Joint Airport Zoning Board of the City Council of the City Lockhart, Texas and the Commissioners Court of the County of Caldwell, Texas:

Section 1. Short Title--This ordinance shall be known and may be cited as "Lockhart Municipal Airport Hazard Zoning Ordinance".

Section 2. Definitions--As used in this ordinance, unless the context otherwise requires:

- A. Airport--Means Lockhart Municipal Airport.
- B. Airport Elevation--Means the established elevation of the highest point on the usable landing area measured in feet from mean sea level.
- C. Airport Hazard--Means any structure or tree or use of land which obstructs the air space required for the flight of aircraft or which obstructs or interferes with the control or tracking and/or data acquisition in the landing, taking off, or flight at an airport, or at any installation or facility relating to flight, and tracking and/or data acquisition of the flight craft; is hazardous, interferes with, or obstructs such landing, taking off, or flight of aircraft or which is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.
- D. Airport Hazard Area--Means any area of land or water upon which an airport hazard might be established if not prevented as provided in this ordinance.

- E. **Airport Reference Point**--Means the point established as the approximate geographic center of the airport land area and so designated.
- F. **Approach Surface**--A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 4 of this ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
- G. **Approach, Transitional, Horizontal, and Conical Zones**--These zones are set forth in Section 3 of this ordinance.
- H. **Board of Adjustment**--The City of Lockhart Board of Adjustment as appointed by the City Council of the City of Lockhart, Texas as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann., #241.032 (Vernon 1988).
- I. **Conical Surface**--A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four-thousand (4,000) feet.
- J. **Hazard to Air Navigation**--An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
- K. **Height Reference**--For the purpose of determining the height limits in all zones set forth in this ordinance and shown on the zoning map, the datum shall be mean sea level elevation.
- L. **Horizontal Surface**--A horizontal plane one-hundred-fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.
- M. **Joint Airport Zoning Board**--Means a board consisting of five (5) members, two (2) members appointed by the City Council of the City of Lockhart, Texas and two (2) members appointed by the Commissioners Court of Caldwell County, Texas. The four (4) members so appointed shall elect a fifth (5th) member who shall serve as chairman of said Lockhart-Caldwell County Joint Airport Zoning Board.
- N. **Landing Area**--Means the surface area of the airport used for the landing, take-off, or taxiing of aircraft.
- O. **Nonconforming Use**--Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this ordinance or an amendment thereto.
- P. **Obstruction**--Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 4 of this ordinance.
- Q. **Person**--Means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.
- R. **Primary Surface**--A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two-hundred (200) feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of the runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
 - (1) The width of the primary surface for other than utility runways is five-hundred (500) feet for nonprecision instrument runways having nonprecision instrument approaches with visibility minimums greater than three-fourths statute mile.
 - (2) The width of the primary surface for a utility runway with only visual approaches is two-hundred-fifty (250) feet.

- S. **Runway**--A defined area on an airport prepared for landing and take-off of aircraft along its length.
- T. **Structure**--An object, including a mobile object, constructed or installed by man, including, but not limited to, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.
- U. **Transitional Surfaces**--These surfaces extend outward at ninety (90) degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal surface.
- V. **Tree**--Any object of natural growth.
- W. **Visual Runway**--A runway intended solely for the operation of aircraft using visual approach procedures.
- X. **Utility Runway**--A runway that is constructed for and intended to be used by propeller driven aircraft twelve-thousand-five-hundred (12,500) pounds maximum gross weight and less.
- Y. **Other Than Utility Runway**--A runway that is constructed for and intended to be used by propeller driven single engine and multi-engine aircraft and some turbine engine and jet engine aircraft with a maximum gross weight in excess of twelve-thousand-five-hundred (12,500) pounds.
- Z. **Nonprecision Instrument Runway**--A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.

Section 3. Zones--In order to carry out the provisions of this ordinance, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transition surfaces, horizontal surface, and conical surface as they apply to Lockhart Municipal Airport, Lockhart, Texas. Such zones are shown on the Lockhart Municipal Airport Zoning Map consisting of one (1) sheet, prepared by the City of Lockhart, Texas, and dated December 18, 1991, which is attached to this ordinance and made a part hereof. An area located in more than one of the following zones is considered to be only in the zone with more restrictive height limitation. The various zones are hereby established and defined as follows:

A. Approach Zone

- (1) **Runway 18-36**--Approach zone is established beneath the approach surfaces at the ends of Runway 18-36 on Lockhart Municipal Airport for nonprecision instrument landings and take-offs with visibility minimums greater than three-fourths statute mile. The inner edge of the approach zones shall have a width of five-hundred (500) feet which coincides with the width of the primary surface at a distance of two-hundred (200) feet beyond each end of the runway, widening thereafter uniformly to a width of three-thousand-five-hundred (3,500) feet at a horizontal distance of ten-thousand (10,000) feet beyond the ends of the primary surface, its centerline being the continuation of the centerline of the runway.
- (2) **Runway 4-22**--Approach zone is established beneath the approach surfaces at the ends of Runway 4-22 on Lockhart Municipal Airport for visual landings and take-offs. The inner edge of the approach zones shall have a width of two-hundred-fifty (250) feet which coincides with the width of the primary surface at a distance of two-hundred (200) feet beyond each end of the runway, widening thereafter uniformly to a width of one-thousand-two-hundred-fifty (1,250) feet at horizontal distance of five-thousand (5,000) feet beyond the ends of the primary surface, its centerline being the continuation of the centerline of the runway.

- B. **Transition Zones**--Transition zones are hereby established beneath the transition surfaces adjacent to the runways and approach surfaces as indicated on the zoning map. Transition surfaces, symmetrically located on either side of the runways, have variable widths as shown on the zoning map. Transitional surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of seven (7) to one (1) from the sides of the primary surfaces and from the sides of the approach surfaces.

- C. **Horizontal Zone**--The area beneath a horizontal plane one-hundred-fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of ten-thousand (10,000) feet radii from the center of each end of the primary surface of Runway 18-36 and connecting the adjacent arcs by lines tangent to those arcs.
- D. **Conical Zone**--The area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four-thousand (4,000) feet.

Section 4. Height Limitations--Except as otherwise provided in this ordinance, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by this ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

A. Approach Zones

- (1) **Runway 18-36**--One (1) foot in height for each thirty-four (34) feet in horizontal distance beginning at the ends of and at the elevation of the primary surface and extending to a point ten-thousand (10,000) feet from the ends of the primary surface.
- (2) **Runway 4-22**--One (1) foot in height for each twenty (20) feet in horizontal distance beginning at the ends of and at the elevation of the primary surface and extending to a point five-thousand (5,000) feet from the ends of the primary surface.

- B. **Transition Zone**--Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surfaces and the approach surfaces, and extending to a height of one-hundred-fifty (150) feet above the airport elevation which is five-hundred-thirty-one (531) feet above mean sea level.
- C. **Horizontal Zone**--Established at one-hundred-fifty (150) feet above the airport elevation, or a height of six-hundred-eighty-one (681) feet above mean sea level.
- D. **Conical Zone**--Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at one-hundred-fifty (150) feet above the airport elevation and extending to a height of three-hundred-fifty (350) feet above the airport elevation which is eight-hundred-eighty-one (881) feet above mean sea level.
- E. **Excepted Height Limitations**--Nothing in this ordinance shall be construed as prohibiting the growth, construction, or maintenance of any tree or structure to a height up to fifty (50) feet above the surface of the land.

Section 5. Use Restrictions

- A. No use shall be made of any facility, machinery, or device within the airport hazard boundary which will emit any electromagnetic radiation that causes interference with navigational signals or radio communications between the airport and aircraft using or intending to use the Lockhart Municipal Airport.
- B. No use shall be made of any facility, machinery, or device within the airport hazard boundary which will result in difficulty distinguishing between airport lights, result in glare or otherwise impair visibility, create the potential for bird strikes, or vent emissions which will result in the instability of aircraft using or intending to use Lockhart Municipal Airport.

Section 6. Nonconforming Uses

- A. **Regulations not Retroactive**--The regulations prescribed by this ordinance shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this ordinance, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this ordinance, and is diligently prosecuted.

- B. **Marking and Lighting**--Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markings, markers, and lights as shall be deemed necessary by the City Manager of the City of Lockhart, Texas, or his designated representative to indicate to the operators of aircraft in the vicinity of Lockhart Municipal Airport, the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Lockhart, Texas.

Section 7. Permits

- A. **Future Uses**--Except as specifically provided in (1) and (2), hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be allowed to grow which will exceed a height of fifty (50) feet above the ground in any zone hereby created unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this ordinance shall be granted unless a variance has been approved in accordance with Section 7, paragraph D.

- (1) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
- (2) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than four-thousand-two-hundred (4,200) feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.

Nothing contained in any foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this ordinance except as set forth in Section 4, paragraph E.

B. Permit Procedures

- (1) When a structure, whether fixed, mobile, or temporary, is to be erected or when a tree is grown within any area of the airport hazard boundary and the highest point of such structure or tree will exceed fifty (50) feet above the ground, the provisions of Section 28-5-1, Article 28, Zoning, City of Lockhart Code of Ordinances shall apply, with the additional provision that a certificate, signed by an appropriate professional, stating the highest ground elevation of the site, structure height, or mature tree height, elevation of the highest point of the structure or the tree, and the hazard boundary elevation for that site shall be included. All elevations shall be determined from the Lockhart Municipal Airport Hazard Zoning Map, prepared by the City of Lockhart, dated December 18, 1991, and shall not require field surveys.
- (2) Any permit request which indicates, in the opinion of the Zoning Administrator, that such structure, tree, or use may cause a hazard to aircraft using or intending to use the Lockhart Municipal Airport shall be reviewed by the Joint Airport Zoning Board.
 - (a) The five (5) day approval requirement prescribed in the City of Lockhart Code of Ordinances is hereby extended to thirty (30) days when such action is to be taken and the applicant is so notified by ordinary mail.
 - (b) A posted meeting of the Joint Airport Zoning Board shall be scheduled from between ten (10) to twenty (20) days of the application date.

- (c) The Joint Airport Zoning Board shall determine, with advice from the Lockhart Municipal Airport Advisory Board, if such structure, tree, or use will constitute a hazard to aircraft using or intending to use the Lockhart Municipal Airport.
- (d) If it is determined that such structure, tree, or use is not a hazard and all other requirements of said Section 28-5-1 have been met, the permit request shall be approved.
- (e) If it is determined that the addition of appropriate markings, markers, lights, beacons, and/or shields will eliminate such hazard and the permit application is modified to include the installation, operation, and maintenance of such devices or markings at the expense of the owner of such structure or tree, and all other requirements of said Section 28-5-1 have been met, the permit request shall be approved.
- (f) If it is determined that the use can be safely permitted by engineering and/or design modifications, the building permit application modified to include such changes, and all other requirements of said Section 28-5-1 have been met, the permit request shall be approved.
- (g) If it is determined that such structure, tree, or use will constitute a hazard which can not be mitigated, the permit request shall be denied.
- (h) Upon denial of a permit request, the owner may appeal to the Board of Adjustment as provided in Section 28-4-5, Article 28, Zoning, City of Lockhart Code of Ordinances. Additionally, those aggrieved by the approval of such permit request may appeal such approval to the Board of Adjustment.

C. **Existing Uses**--No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure, or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this ordinance or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such permit shall be granted.

D. **Nonconforming Uses Abandoned Or Destroyed**--Whenever the City Manager of the City of Lockhart, Texas or his designated representative determines that a nonconforming structure or tree has been abandoned or more than eighty (80) percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.

E. Variances

- (1) Any person desiring to erect or increase the height of a structure or permit the growth of a tree such that its height will exceed the elevation of the hazard boundary elevation for that location or to use their property in violation of this ordinance shall apply to the Board of Adjustment for a variance as prescribed in said Section 28-4-5, as modified below.
- (2) Such application shall be accompanied by a determination of the Federal Aviation Administration concerning the effect of the proposal on the operation of air navigation facilities and to the safe and efficient use of navigable airspace.
- (3) There shall be a posting of a meeting of the Joint Airport Zoning Board. The meeting shall be held at least seven (7) days prior to the meeting of the Board of Adjustment. The Joint Airport Zoning Board shall determine, with advice from the Lockhart Municipal Airport Advisory Board, if a grant of the variance will constitute a hazard to aircraft using or intending to use Lockhart Municipal Airport.

- (4) The Joint Airport Zoning Board, not less than three (3) days prior to the meeting of the Board of Adjustment, shall provide a written recommendation for approval, approval with modification, or for denial of the requested variance and shall include the reason(s) for such recommendation.
- (5) Failure of the Joint Airport Zoning Board to provide such recommendation shall not preclude nor delay action by the Board of Adjustment.
- (6) Such recommendations of the Joint Airport Zoning Board shall not be separately appealed, but may be argued by the applicant or any other person appearing at the Board of Adjustment hearing.

F. **Obstruction Marking and Lighting**--Any permit or variance granted may, if such action is deemed advisable by the City Manager of the City of Lockhart, Texas or his designated representative or the Board of Adjustment to effectuate the purpose of this ordinance and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to allow the City Manager of the City of Lockhart, Texas or his designated representative to install, operate, and maintain, at the expense of the owner, such markings and lights as may be necessary.

Section 8. Enforcement--It shall be the duty of the City Manager of the City of Lockhart, Texas or his designated representative to administer and enforce the regulations prescribed herein. Applications for permits shall be made to the City Manager of the City of Lockhart, Texas or his designated representative upon a form published for that purpose. The permit procedures established by the City of Lockhart, Texas shall be used. Applications required by this ordinance to be submitted to the City Manager of the City of Lockhart, Texas or his designated representative shall be promptly considered and granted or denied. Applications for variances shall be made to the Board of Adjustment by first filing said application for variance with the City Manager of the City of Lockhart, Texas or his designated representative who shall forthwith transmit said application to the Board of Adjustment for determination.

Section 9. Board of Adjustment

- A. There is hereby created a Board of Adjustment to have and exercise the following powers:
 - (1) to hear and decide appeals from any order, requirement, decision, or determination made by the City Manager of the City of Lockhart, Texas or his designated representative in the enforcement of this ordinance;
 - (2) to hear and decide requests for variance to the terms of this ordinance upon which such Board of Adjustment under such regulations may be required to pass;
 - (3) to hear and decide requests for special exception to the terms of this ordinance upon which such Board of Adjustment under such regulations may be required to pass;
- B. The City of Lockhart Board of Adjustment is hereby declared to be the Airport Board of Adjustment under this ordinance and shall be governed by policies, rules, and procedures in effect under the city ordinance creating the City of Lockhart Board of Adjustment.

Section 10. Appeals

- A. Any person aggrieved, or any taxpayer affected, by any decision of the City Manager of the City of Lockhart, Texas or his designated representative made in his administration of this ordinance, if of the opinion that a decision of the City Manager of the City of Lockhart, Texas or his designated representative is an improper application of these regulations, may appeal to the Board of Adjustment.
- B. All appeals hereunder must be taken within a reasonable time as provided by the rules of the Board of Adjustment, by filing with the City Manager of the City of Lockhart, Texas or his designated representative a notice of appeal specifying the grounds thereof. The City Manager of the City of Lockhart, Texas or his designated representative shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.

- C. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the City Manager of the City of Lockhart, Texas or his designated representative certifies to the Board of Adjustment, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate, a stay would, in the opinion of the City Manager of the City of Lockhart, Texas or his designated representative cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the City Manager of the City of Lockhart, Texas or his designated representative and on due cause shown.
- D. The Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person, by agent, or by attorney.
- E. The Board of Adjustment may in conformity with the provisions of this ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination, as may be appropriate under the circumstances.

Section 11. Judicial Review--Any person aggrieved, or any taxpayer affected, by any decision of the Board of Adjustment, may appeal to a court of competent jurisdiction, as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann. #241.041 (Vernon 1988).

Section 12. Enforcement and Remedies--The City Council of the City of Lockhart, Texas and the Lockhart-Caldwell County Joint Airport Zoning Board may institute in any court of competent jurisdiction, an action to prevent, restrain, correct, or abate any violation of this ordinance or of any order or ruling made in connection with its administration or enforcement including, but not limited to, an action for injunctive relief as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann. #241.044 (Vernon 1988).

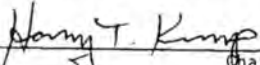
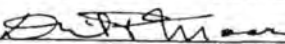
Section 13. Penalties--Each violation of this ordinance or of any regulation order, or ruling promulgated hereunder shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than one-thousand-dollars (\$1,000.00) and each day a violation continues to exist shall constitute a separate offense.

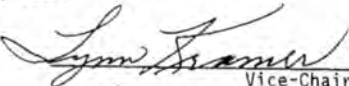
Section 14. Conflicting regulations--Where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann. #241.044 (Vernon 1988).

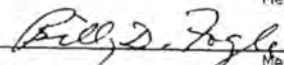
Section 15. Severability--If any of the provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

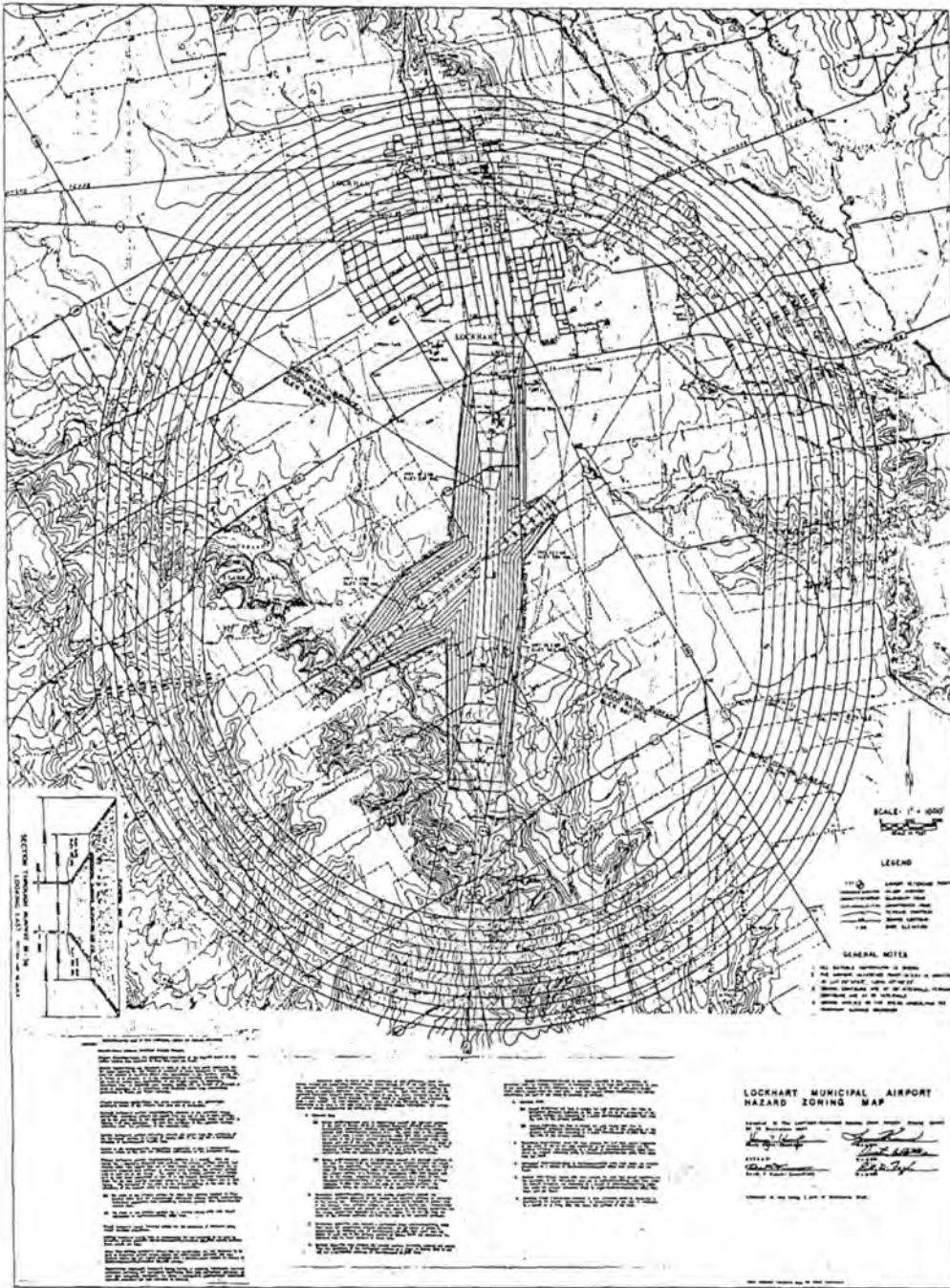
Section 16. Repeal of Previous Airport Zoning Ordinance--This ordinance supersedes all previous airport zoning ordinances.

Section 17. Effective Date--Whereas, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public health, public safety, and general welfare an **Emergency** is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the Joint Airport Zoning Board and publication and posting as required by law. Adopted by the Lockhart-Caldwell County Joint Airport Zoning Board this 18th day of December, 1991.


Chairman

Secretary


Vice-Chairman

Member

Member



FILED this 10th day of *June* 19*92*
Nina S. Sells
 at 3:00 P. M.
 NINA S. SELLS
 CLERK COUNTY COURT, CALDWELL CO., TEX

STATE OF TEXAS COUNTY OF CALDWELL
 I hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly
 recorded in the volume and page of the named records
 of Caldwell County, Texas as stamped hereon by me.

MAR 3 92



Nina S. Sells
 NINA S. SELLS
 COUNTY CLERK, CALDWELL COUNTY, TEXAS

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss Resolution 2024-02 of the City of Lockhart, Texas establishing and clarifying an administrative procedure for the nomination of members of City boards, Commissions, and committees.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On January 18, 2022, the City Council adopted a resolution establishing an administrative procedure for appointing members to city boards and committees.

On December 19, 2023, the City Council directed staff to clarify that the procedure for appointing members to city boards and committees will include a two-step process.

Resolution 2024-02 includes detail that the administrative procedure will include a two-step process:

Nominations will be placed on agendas in a two step process. First, listed as “announcement of nomination” to provide adequate time for Councilmembers to consider the nomination followed by subsequent meeting listed as “discussion and/or action to consider nomination.”

On January 2, 2024, the City Council directed staff to provide additional clarification that the procedure for appointing members to city boards and committees will include detail on the application of the two-step process regarding nomination categories.

Resolution 2024-02 includes detail on the application of the two-step process regarding nomination categories :

The two-step process set forth in Section 7 does not apply to the renomination of the same person to the same board position for a new term. Council action on such renominations can occur at one meeting.

The two-step process set forth in Section 7 does apply to the nomination of a currently serving board member if the nominee is changing board positions or is being nominated to serve on a different City board.

The two-step process set forth in Section 7 does apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: December 19, 2023 and January 2, 2024 there was Council discussion regarding procedure for appointing members to city boards and committees.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: DRAFT MARK UP Resolution 2024-02, Resolution 2024-02, Resolution 2022-03

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AND CLARIFYING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council previously established an administrative procedure for the nomination of such members by the adoption of Resolution 2022-03; and

WHEREAS, the City Council desires to clarify its procedure for nominations of members by adoption of this resolution, which shall supersede Resolution 2022-03;

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

1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.
7. Nominations for a position on any City board will be placed on agendas in a two-step process. First, they shall be noticed as "announcement of nomination" on one agenda to provide adequate time for Councilmembers to consider the nomination, followed by a notice on a subsequent agenda for "discussion and/or action on the nomination."
8. The two-step process set forth in Section 7 **does not** apply to the renomination of the same person to the same board position for a new term. Council action on such renominations can occur at one meeting.
9. The two-step process set forth in Section 7 **does** apply to the nomination of a currently serving board member if the nominee is changing board positions or is being nominated to serve on a different City board.
10. The two-step process set forth in Section 7 **does** apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

PASSED AND ADOPTED on this the 16th day of January 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford E. Bullock, City Attorney

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AND CLARIFYING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council previously established an administrative procedure for the nomination of such members by the adoption of Resolution 2022-03; and

WHEREAS, the City Council desires to clarify its procedure for nominations of members by adoption of this resolution, which shall supersede Resolution 2022-03;

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

1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.
7. Nominations for a position on any City board will be placed on agendas in a two-step process. First, they shall be noticed as "announcement of nomination" on one agenda to provide adequate time for Councilmembers to consider the nomination, followed by a notice on a subsequent agenda for "discussion and/or action on the nomination."
8. The two-step process set forth in Section 7 **does not** apply to the renomination of the same person to the same board position for a new term. Council action on such renominations can occur at one meeting.
9. The two-step process set forth in Section 7 **does** apply to the nomination of a currently serving board member if the nominee is changing board positions or is being nominated to serve on a different City board.
10. The two-step process set forth in Section 7 **does** apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

PASSED AND ADOPTED on this the 16th day of January 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford E. Bullock, City Attorney

RESOLUTION 2022-03

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council desires to establish an administrative procedure for the nomination of such members;

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

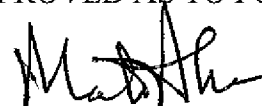
1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.

PASSED AND ADOPTED on this the 18th day of January, 2022.

CITY OF LOCKHART


Lew White, Mayor

APPROVED AS TO FORM:


Monte Akers, City Attorney

ATTEST:


Connie Constancio, TRMC, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss moving the appointment of Frank Gomillion from the Electric Board to the Historical Preservation Commission by Mayor Lew White with a term to expire November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Frank Gomillion is currently a member of the Electric Board. Mayor White requests to move Frank Gomillion from the Electric Board to the Historical Preservation Commission.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: January 2, 2024 Council meeting: moving appointment from the Electric Board to the Historical Preservation Commission was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Frank Gomillion application Historical Preservation Commission

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name FRANK GOMILLION		Preferred Name SAME	
Physical Home Address 432 TRINITY STREET			
Mailing Address (if different)			
City LOCKHART	State TX	Zip 78644	
Home Phone 512-665-7604		Work Phone	
Mobile Phone 512-665-7604			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☒ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

As a licensed and practicing Architect, I have been involved with historic preservation, both personally and professionally, for over 30 years.
--

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☒	☐	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: <u>ELECTRICAL BOARD OF APPEALS</u>

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

12/18/2023

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org

APPLICANT'S NAME: Frank Gomillion

BOARD NAME(S): Historical Preservation Commission

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: 1996

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: SEPT. 23, 1996

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: ELECTRIC BOARD - INTENT IS TO REMOVE MR. GOMILLION FROM ELECTRIC BOARD TO APPOINT TO HISTORICAL PRESERVATION COMMISSION

BOARD SPECIFIC QUALIFICATIONS:

LHPC

- Y or N Registered architect? (must have one)
If no, current # members registered architect? 22900
- Y or N Planner or rep. of a design profession? (must have one)
If no, current # members planner/design profession? _____
- Y or N Registered professional engineer in the State of Texas? (must have one)
If no, current # members registered engineer? _____
- Y or N Member of a nonprofit historical organization of Caldwell County? (must have one)
If no, current # members a member of above? _____
- Y or N Local licensed real estate broker or member of the financial community? (must have one)
If no, current # members of above? _____
- Y or N Owner of an historic landmark residential building? (must have one)
If no, current # members of above? _____
- Y or N Owner or tenant of a business property that is an historic landmark or in an historic district? (must have one)
If no, current # members of above? _____
- Y or N Member of the Caldwell County Historical Commission? (must have one)
If no, current # members of above? _____
- Y or N City Resident?
Y or N If no, Caldwell County resident? N/A - HE IS A LOCKHART RESIDENT
(one Caldwell County resident who is also an owner of real property within any local historic district)
How many members are qualified county residents? _____

Lockhart Historical Preservation Commission meets on the first and third Wednesday at 5:30 p.m. each month. Members of the Commission shall whenever possible meet one or more the following qualities: a registered architect, planner or representative of a design profession; a registered professional engineer in the State of Texas; a member of a nonprofit historical organization of Caldwell County; a local licensed real estate broker or member of the financial community; an owner of an historic landmark residential building; an owner or tenant of a business property that is an historic landmark or in an historic district; and a member of the Caldwell County Historical Commission. One Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member. The Board consists of seven members that serve a three-year term. The City Planner is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES:

LOCKHART HISTORICAL PRESERVATION COMMISSION

Seven (7) members - staggered three (3) year terms
Commission created September 23, 1993

First Name	Last Name	Title	Address1	Status?	Home# (512)	Work# (512)	Cell# (512)	Council Member	Term Exp	Date Appt	Email
Ray	Ramsey		411 S. Main St.	Downtown historic property owner			787-6065	Angie Sanchez	Nov-22	7/7/2020	ramsevr52@gmail.com
Kevin Randy	Thuerwaechter		409 W. San Antonio St.				689-1034	Brad Westmoreland	Nov-25	12/20/2022	kthuerwaechter@mac.com
Vacant	Michel Royal	Resigned Dec. 16, 2023	PO Box 419 629 Cibola	Member Caldwell County Historic Comm	398-2612	353-2800	557-6490	Jeffrey Michelson	Nov-22	7/7/2020	Bluemoozeroval10@yahoo.com
Christine	Ohlendorf		815 W. San Antonio St.				940-4784	Juan Mendoza	Nov-22	6/20/2020	ccohlen@gmail.com
Ron	Faulstich		121 Nueces St.	Downtown historic property business		398-5352	785-4331	David Bryant	Nov-22	10/20/2020	ron@pslockhart.com
Vacant	John Lairsen	elected to council 11.7.23						Mayor White			
Vacant								John Lairsen			

Assistant City Planner is Staff Liaison

Updated: December 27, 2023

NOTES:

Sec. 28-3. Historical preservation commission.

(b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities:

- (1) A registered architect, planner or representative of a design profession,
- (2) A registered professional engineer in the State of Texas,
- (3) A member of a nonprofit historical organization of Caldwell County,
- (4) A local licensed real estate broker or member of the financial community,
- (5) An owner of an historic landmark residential building,
- (6) An owner or tenant of a business property that is an historic landmark or in a historic district,
- (7) A member of the Caldwell County Historical Commission.

Section 2-210-(f). Method of selection; number of members; terms

(f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss moving the appointment of Marica Proctor from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission by Councilmember Jeffry Michelson with a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Jeffry Michelson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Marcia Proctor is currently a member of the Zoning Board of Adjustment and Appeals. Councilmember Michelson requests to move Marcia Proctor from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: January 2, 2024 Council meeting: moving appointment from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: Marcia Proctor application Historical Preservation Commission

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name <u>Marcia Jean Proctor</u>		Preferred Name	
Physical Home Address <u>515 So Main Lockhart TX 78644</u>			
Mailing Address (if different) <u>PO Box 435</u>			
City <u>Lockhart</u>	State <u>TX</u>	Zip <u>78644</u>	
Home Phone <u>—</u>		Work Phone <u>—</u>	
Mobile Phone <u>214-288-9138</u>			
Email Address <u>mproctor001@gmail.com</u>			
Date of Birth	<u>9/25/1947</u>		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☒ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

<u>- Own a historically designated Lockhart home since 1982</u> <u>- RESTORED this home</u> <u>- served on city council during development phase of historic preservation ordinance, RESTORATION of Clark Library</u> <u>- worked on preservation of Brock Cabin in 1980s</u> <u>- currently serve on Bd of Adjustments, but will resign if appointed to H.P.C</u>

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2.209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☒	☐	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: <u>Bd of Adjustments / Appeals</u>

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.

Marcia Prieto
Applicant's Signature

Dec 24, 2023
Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowermon@lockhart-tx.org

APPLICANT'S NAME: Marcia Proctor

BOARD NAME(S): Historical Preservation Commission

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: 2018

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: DEC. 10, 2018

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: BOARD OF ADJUSTMENT - INTENT IS TO REMOVE MS. PROCTOR FROM THE BOARD OF ADJUSTMENT TO APPOINT TO HISTORICAL PRESERVATION COMMISSION

BOARD SPECIFIC QUALIFICATIONS:

LHPC

- Y or N Registered architect? (must have one)
If no, current # members registered architect? _____
- Y or N Planner or rep. of a design profession? (must have one)
If no, current # members planner/design profession? _____
- Y or N Registered professional engineer in the State of Texas? (must have one)
If no, current # members registered engineer? _____
- Y or N Member of a nonprofit historical organization of Caldwell County? (must have one)
If no, current # members a member of above? _____
- Y or N Local licensed real estate broker or member of the financial community? (must have one)
If no, current # members of above? _____
- Y or N Owner of an historic landmark residential building? (must have one) 515 SOUTH MAIN
If no, current # members of above? _____
- Y or N Owner or tenant of a business property that is an historic landmark or in an historic district?
(must have one)
If no, current # members of above? _____
- Y or N Member of the Caldwell County Historical Commission? (must have one)
If no, current # members of above? _____
- Y or N City Resident?
Y or N If no, Caldwell County resident? N/A SHE IS A LOCKHART RESIDENT
(one Caldwell County resident who is also an owner of real property within any local historic district)
How many members are qualified county residents? _____

Lockhart Historical Preservation Commission meets on the first and third Wednesday at 5:30 p.m. each month. Members of the Commission shall whenever possible meet one or more the following qualities: a registered architect, planner or representative of a design profession; a registered professional engineer in the State of Texas; a member of a nonprofit historical organization of Caldwell County; a local licensed real estate broker or member of the financial community; an owner of an historic landmark residential building; an owner or tenant of a business property that is an historic landmark or in an historic district; and a member of the Caldwell County Historical Commission. One Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member. The Board consists of seven members that serve a three-year term. The City Planner is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES:

LOCKHART HISTORICAL PRESERVATION COMMISSION

Seven (7) members - staggered three (3) year terms
Commission created September 23, 1993

First Name	Last Name	Title	Address1	Status?	Home# (512)	Work# (512)	Cell# (512)	Council Member	Term Exp	Date Appt	Email
Ray	Ramsey		411 S. Main St.	Downtown historic property owner			787-6065	Angie Sanchez	Nov-22	7/7/2020	ramseyr52@gmail.com
Kevin Randy	Thuerwaechter		409 W. San Antonio St.				689-1034	Brad Westmoreland	Nov-25	12/20/2022	kthuerwaechter@mac.com
Vacant	Michel Royal	Resigned Dec. 16, 2023	PO Box 419 629 Cibola	Member Caldwell County His Comm	398-2612	353-2800	557-6490	Jeffry Michelson	Nov-22	7/7/2020	bluemoozero@yahoo.com
Christine	Ohlendorf		815 W. San Antonio St.				940-4784	Juan Mendoza	Nov-22	6/20/2020	ccohen@gm ail.com
Ron	Faulstich		121 Nueces St.	Downtown historic property/ business		398-5352	785-4331	David Bryant	Nov-22	10/20/2020	ron@pslockhart.com
Vacant	John Lairsen	elected to council 11.7.23						Mayor White			
Vacant								John Lairsen			

Assistant City Planner is Staff Liaison

Updated: December 27, 2023

NOTES:

Sec. 28-3. Historical preservation commission.

- (b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities:
- (1) A registered architect, planner or representative of a design profession,
 - (2) A registered professional engineer in the State of Texas,
 - (3) A member of a nonprofit historical organization of Caldwell County,
 - (4) A local licensed real estate broker or member of the financial community,
 - (5) An owner of an historic landmark residential building,
 - (6) An owner or tenant of a business property that is an historic landmark or in a historic district,
 - (7) A member of the Caldwell County Historical Commission.

Section 2-210-(f). Method of selection; number of members; terms

(f) At the discretion of the majority of the city council, one Caldwell County resident, who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss request from Mayor White to reappoint his nominations for appointments to City boards and commissions.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On January 19, 2021, the City Council approved the re-appointment of nominations to City boards and commissions made by Mayor White. Following his re-election as Mayor in 2023, Mayor White requests to re-appoint the following:

- Airport Board: Benny Hilburn
- Board of Adjustment: Mike Annas
- Construction Board: Raymond DeLeon
- Lockhart Economic Development Corporation: Alan Fielder
- Electric Board: No Nomination made at this time
- Historical Preservation: (currently on the Jan. 16th agenda to consider appointing Frank Gomillion)
- Library Board: Stephanie Riffin
- Parks and Recreation: Karla Tate
- Planning & Zoning: Ron Peterson
- Impact Fee Adv. Comm: Larry Metzler

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: City of Lockhart Code of Ordinances Section 2-210: Method of Selection, Number of Members, Terms

Sec. 2-210. Method of selection; number of members; terms.

- (a) The mayor and city councilmembers shall nominate individuals to serve on boards and commissions. Each nomination shall then be confirmed by a simple majority of the entire city council.
 - (b) Except as provided herein, there shall be seven members appointed to each board or commission corresponding with the seven members or places of the city council. Each city councilmember, except as provided herein, shall nominate a qualified person to serve in a place on an appointed body corresponding to their place on the council. At-large councilmembers shall be designated as places 5 and 6, and the mayor's position as place 7, for the purpose of this section. Nominations shall be made to fill vacant positions and/or positions whose terms have expired within 45 days of the event, such as a resignation or an election. Should any city councilmember fail to name an appointee to one of his/her corresponding places on any body within the above-described 45 days, another councilmember shall then have the privilege to nominate a person to fill that same position, as described in subsection (a). However, once that position becomes vacant again for any reason, the appointment shall revert to the place corresponding with the original city council seat/place number for nominations.
 - (c) Beginning with the election in May, 1998, the council shall nominate and confirm four members to serve in places 1, 2, 5, 6 on each board and commission in accordance with subsections (a) and (b) above, and with the standards set in Ordinance Number 97-09, Governance Policies. With the election of May, 1999, the remaining three places shall be filled following the same procedure as above.
 - (d) Terms of service on appointed bodies shall be the same three-year terms as the councilmember who nominates a person to serve. However, a person may be appointed to complete the unexpired term of a vacant position, due to a resignation, for example.
 - (e) When a person has completed a term, or terms, of service and will be vacating a place, that person may continue to serve until a replacement is nominated and confirmed by the city council.
 - (f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.
 - (g) Exceptions to the above regulations shall be all volunteer/special purpose/ad hoc committees appointed from time to time by the city council and the zoning board of adjustments, whose members shall serve two-year terms in accordance with V.T.C.A., Local Government Code § 211.008. All other provisions of this section, and Ordinance No. 97-09 which do not conflict with the chapters establishing these bodies shall be applicable.
- (Ord. No. 97-10, §§ 1, 2, 6-3-97; Ord. No. 97-12, § I(G), 7-15-97; Ord. No. 98-18, § I, 8-4-98; Ord. No. 98-32, § I, 11-17-98; Ord. No. 98-36, § 1(a), 12-15-98; Ord. No. 00-23, § 1, 9-5-00; Ord. No. 2022-08, § 2, 2-1-22)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discuss the nomination of Nigel Gusdorf to the Airport Advisory Board by Mayor White for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mayor White has nominated Nifel Gusdorf to be appointed to the Lockhart Airport Advisory Board.

After reviewing the application, Mr. Gusdorf meets the qualifications to serve on a city board and on the Commission.

Resolution 2022-03 was adopted in 2022 establishing administrative procedures for the nomination of board and commission members:

1. *The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.*
2. *All persons requesting such appointment shall complete the aforesaid application form.*
3. *Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.*
4. *The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.*
5. *In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.*
6. *All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.*

PROJECT SCHEDULE (if applicable): N/A

FISCAL NOTE (if applicable): N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Nigel Gusdorf board application , Airport Advisory Board Members

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATIONCITY OF LOCKHART
CITY SECRETARY'S OFFICE

Full Legal Name Nigel Matthew Gusdorf		Preferred Name Nigel	
Physical Home Address 518 Mockingbird Ln			
Mailing Address (if different) (same)			
City Lockhart	State Texas	Zip 78644	
Home Phone na		Work Phone na	
Mobile Phone 512-422-4362			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☒	Airport Advisory Board	☐	Historical Preservation Commission
☐	Zoning Board of Adjustment & Appeals	☐	Hotel Occupancy Tax Advisory Board
☐	Charter Review Commission	☐	Library Advisory Board
☐	Construction Board of Appeals	☐	Parks & Recreation Advisory Board
☐	Economic Development Corp (1/2 Cent Sales Tax)	☐	Planning & Zoning Commission
☐	Electric Board		

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

Previously single engine airplane pilot with IFR, Commercial and Flight Instructor ratings.
Served on the City of Galveston's Airport Advisory Committee from 2016-2021. I resigned in 2021 when we moved from Galveston to Lockhart.
Retired attorney.
Resident of Lockhart since July 1, 2021.

I am interested in supporting Lockhart's airport and aviation community.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

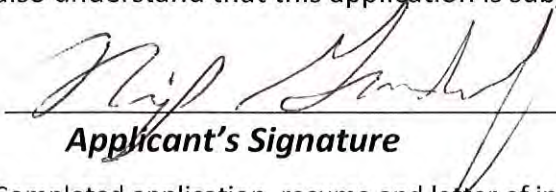
For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.

Dec. 5, 2023


Applicant's Signature

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org

BOARD QUALIFICATION CHECKLIST

APPLICANT'S NAME: Nigel Gusdorf

BOARD NAME(S): Airport Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: JULY 2021
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: AUG 5, 2021
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

Airport Advisory Board

- Y or N Flight rated? WAS PREVIOUSLY FLIGHT RATED LAST IN 1985.
Five members must be flight rated.
Current # members flight rated? _____
- Y or N City Resident?
Y or N If no, Caldwell County resident? N/A - HE IS A RESIDENT OF LOCKHART
Two county residents allowed to serve.
Current # members county residents? _____
- Y or N Has financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport? *If yes, applicant does not qualify.*

Airport Advisory Board meets only when there are items pending the Board's review. At least five of the seven members must currently be or have been flight rated. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Board. The Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. Members serve a three-year term. The Public Works Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

AIRPORT ADVISORY BOARD

Ord. 86-18, Adopted 3-11-86

Seven (7) Members

First Name	Last Name	Board Position	Address	City or County resident?	Flight Certified Past/Now	Home (512)	Work (512)	Cell (512)	Email	Council Member	Date Appt	Exp
Benny	Hilburn		508 Nixon St.	City	Yes	398-4026		797-8637	hilburnbenny@gmail.com	Mayor White	3/1/2022	2023
Andrew	Reyes		241 Acorn Rd.	County	Yes	668-4087	680-0551	680-0551	volarav@gmail.com	Angie Sanchez	1/7/2020	2022
Vacant	Thomas Hughes (resigned 8-14-23)		2345 Westwood Rd.	County	Yes		488-2214	386-748-4903	thomashxl1@gmail.com	Kara McGregor John Lairsen	9/6/2022	2023
Daniel	Koehler		213 Sunshadow Dr.	City	Student pilot		361-7028	916-792-7296	dan@jrcpartner.com	David Bryant	4/5/2022	2022
Vacant	Larry Burrier (resigned 7-1-22)									Juan Mendoza		2022
Jake	McCullough		416 Summerside Ave.	City	Yes			409-550-1188	jakemccullough92@yahoo.com	Jeffry Michelson	1/18/2022	2023
Jason "Tex"	Cordova		936 W. Prairie Lea	City	No		Fax 668-4736	757-4658	texcordova@gmail.com	Brad Westmoreland	2/4/2020	2022

Public Works Director- staff liaison

Updated: September 7, 2022

NOTES:

Sec. 2-209. Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County, to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.

Sec. 4-26. Membership; appointments.

The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment. Per Section 2-209(6), two County residents can be appointed to the Lockhart Airport Advisory Board.

Sec. 4-28. Eligibility for board membership.

No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.

Sec. 4-32. Limitations of authority.

The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING on application ZC-23-10 by Paul Ginsberg and discussion and/or action to consider Ordinance 2024-02 for a **Zoning Change** from *RLD Residential Low Density District* to *RMD Residential Medium Density District* on approximately 0.371 acres in the Byrd Lockhart Survey, Abstract A-17, located at 1107 and 1109 North Commerce Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed zoning case is intended to make possible the development of the current property as two lots that would conform with the RMD Residential Medium Density zoning district. Currently, the site has two parcels, both of which are nonconforming within the current RLD Residential Low Density district. Additionally, the one house that sits on the lot encroaches the property line between the two parcels. If the zoning is approved, the applicant would plan to plat the site as two lots oriented towards East China Street. These lots would conform with the dimensional standards of the SF-2 single-family development type. Because the existing house is setback only 10 feet from China Street, a zoning variance would be required to make the plat possible.

The only response received following the notification of the public hearings was from the current renter of the property, who asked about the intentions behind the proposed rezoning.

PROJECT SCHEDULE (if applicable): None.

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission unanimously recommended approval of the proposed zoning change on January 10, 2024.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2024-02 changing the zoning from Residential Low Density District to Residential Medium Density District on 0.371 acres located at 1107 and 1109 North Commerce Street.

LIST OF SUPPORTING DOCUMENTS: zc2310 ordinance, ZC2310 Exhibit A, ZC2310 case map, ZC2310 aerial, ZC2310 zoning, ZC2310 future land use, ZC-23-10 Staff Report, ZC2310 application

ORDINANCE 2024-02

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 0.371 ACRES IN THE BYRD LOCKHART SURVEY NO. A-17 LOCATED AT 1107 AND 1109 NORTH COMMERCE STREET, FROM RLD RESIDENTIAL LOW DENISTY DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT.

WHEREAS, on January 10, 2024, 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-23-10, known as 0.371 acres in the Byrd Lockhart Survey, No. A-17, and more particularly described in Exhibit A and located at 1107 and 1109 North Commerce Street, will be reclassified from RLD Residential Low Density 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 16th DAY OF JANUARY, 2024

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, Deputy City Secretary

Brad Bullock, City Attorney



LEGAL DESCRIPTION

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being also a part of the Byrd Lockhart Survey A-17 and being also all of a tract of land called 0.185 acres and conveyed to Paul Ginsberg by deed recorded in Volume 608 Page 463 of the Official Public Records of Caldwell County, Texas and being also all of a tract of land called 3/8 acres and conveyed to Paul Ginsberg by deed recorded in Volume 482 Page 902 of the said Official Public Records and further described in Volume 144 Page 560 of the Deed Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron pin found used for basis of bearing in the NE corner of the above mentioned 0.185 acre tract and in the intersection of the South line of China Street and the West line of North Commerce Street for the NE corner this tract.

THENCES 10°00'00" E with the West line of North Commerce Street and the East line of the said 0.185 acre tract and the East line of the said 3/8 acre tract **105.42 feet** to a capped 1/2" iron pin found in the SE corner of the said 3/8 acre tract and the apparent NE corner of a tract of land called 0.371 acres and conveyed to Joe Ivan Roland by deed recorded in Instrument #2020-001329 of the said Official Public Records for the SE corner this tract.

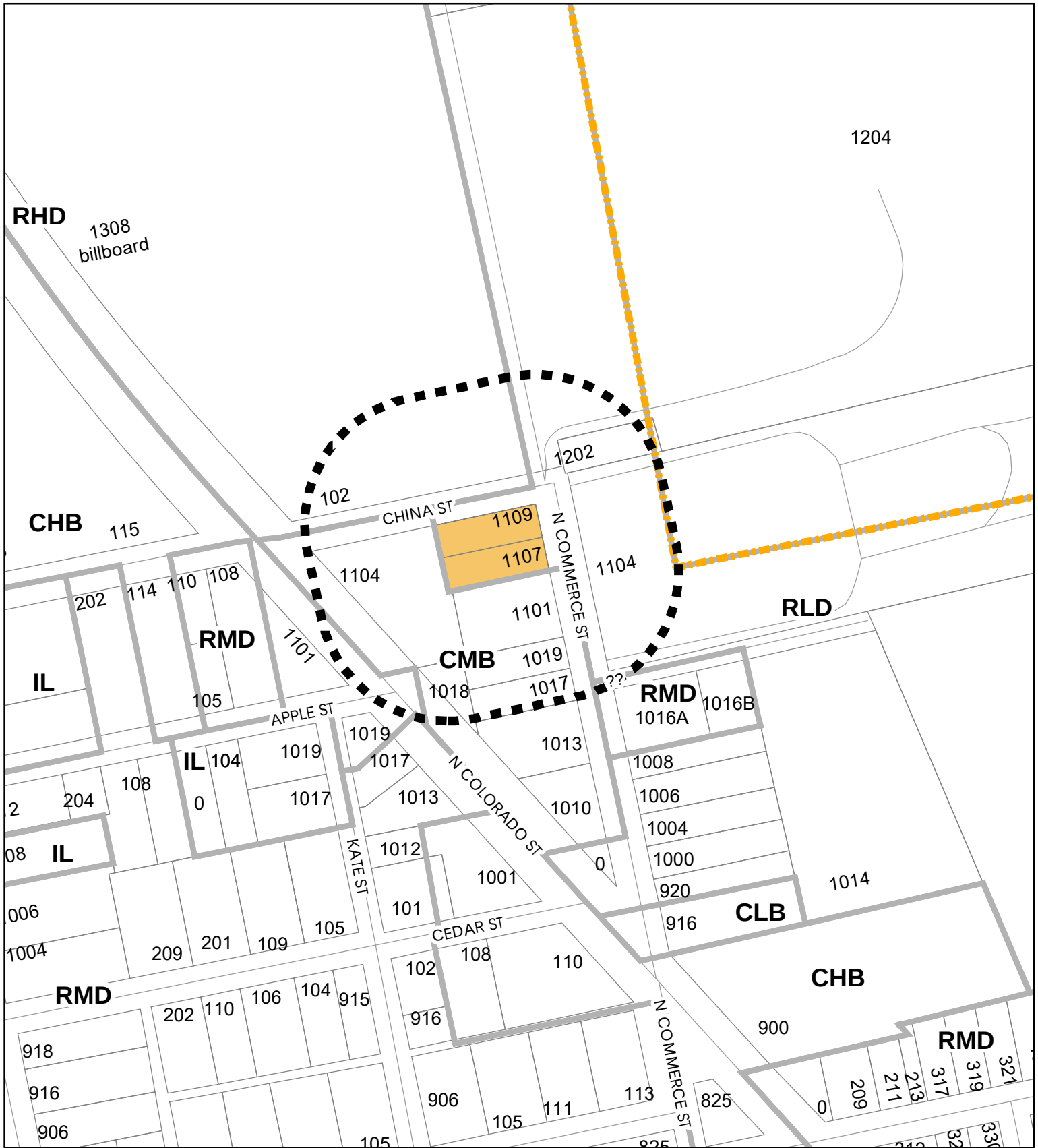
THENCES 80°07'31" W with the South line of the said 3/8 acre tract and the apparent North line of the above mentioned Roland tract 153.66 feet to a capped 1/2" iron pin set stamped HINKLE SURVEYORS in the SW corner of the said 3/8 acre tract and the apparent NW corner of the said Roland tract and the SE terminus of a 12' Alley for the SW corner this tract.

THENCE N 09°58'30" W with the West line of the said 3/8 acre tract and the West line of the said 0.185 acre tract and the East line of the said 12' Alley **105.08 feet** to a 1/2" iron pin found used for basis of bearing in the NW corner of the said 0.185 acre tract and the intersection of the East line of the said 12' Alley and the South line of China Street for the NW corner this tract.

THENCE N 80°00'00" E with the North line of the said 0.185 acre tract and the South line of the said China Street 153.67 feet to the place of beginning containing **0.371 acres** 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 December 7, 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.

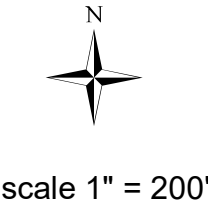




ZC-23-10

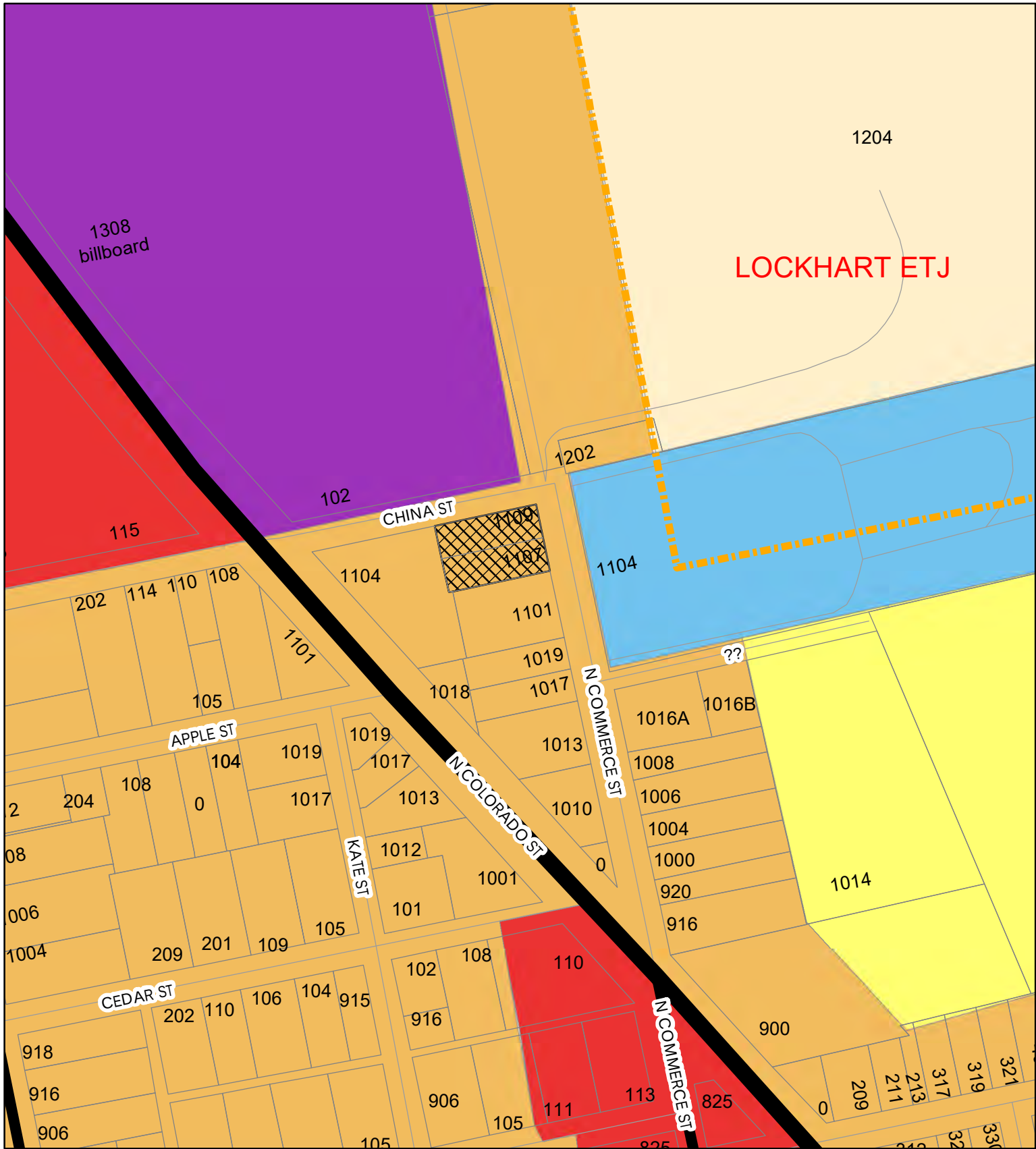
RLD TO RMD

1107 & 1109 N COMMERCE ST



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

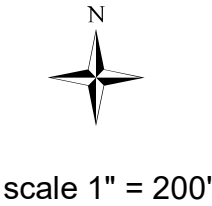




FUTURE LANDUSE &
THOROUGHFARES

RLD TO RMD

1107 & 1109 N COMMERCE ST



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

CASE SUMMARY

STAFF: Evan Olszewski, Planner

CASE NUMBER: ZC-23-10

REPORT DATE: January 10, 2024

PLANNING AND ZONING COMMISSION HEARING DATE: January 10, 2024

CITY COUNCIL HEARING DATE: January 16, 2024

REQUESTED CHANGE: RLD to RMD

STAFF RECOMMENDATION: **Approval**

PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Paul Ginsberg

OWNER: Same

SITE LOCATION: 1107 and 1109 North Commerce Street

LEGAL DESCRIPTION: Metes and bounds

SIZE OF PROPERTY: 0.371 acres

EXISTING USE OF PROPERTY: Single-family residence

LAND USE PLAN DESIGNATION: *Residential Medium Density*

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The Applicant requests the change from RLD to RMD to allow for the development of a second single-family home on the lot under the RMD standards. The RMD standards allow for smaller lot sizes than RLD, which is required for the construction of a second house. To meet the required lot size standards, the Applicant plans to subdivide the property after the zoning change is approved. The lot currently front on East China Street and will be reoriented to front on North Commerce Street to provide the appropriate lot depth.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Vacant land/Large lot single-family	RHD/RLD	<i>Mixed Retail, Office, Residential; Residential, Medium Density</i>
East	Cemetery	PI	<i>Public-Institutional</i>
South	Single-family residential	CMB	<i>Residential, Medium Density</i>
West	Commercial	CMB	<i>Residential, Medium Density</i>

TRANSITION OF ZONING DISTRICTS: The proposed RMD zoning district would lie directly south of a large tract also designated RMD. The properties to the south are also used for single-family residences like the Applicant proposes despite being zoned CMB.

ADEQUACY OF INFRASTRUCTURE: Vehicular access is available from both East China Street and North Commerce Street. Water is available via a 12-inch line along both China Street and North Commerce Street. Wastewater is available from a 6-inch line in North Commerce Street.

POTENTIAL NEIGHBORHOOD IMPACT: The surrounding area is characterized by uses similar to the current and proposed use of the property. The area is designated as entirely *Residential, Medium Density* in the Future Land Use plan. The Applicant plans to subdivide the property in accordance with the RMD lot size standards, which will not change the character of the surrounding residences.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed RMD zoning classification is consistent with the property's *Residential, Medium Density* future land use designation.

ALTERNATIVE CLASSIFICATIONS: None.

RESPONSE TO NOTIFICATION: Staff received one telephone call from the current resident of the house on the subject property who confirmed they would speak with the owner, the Applicant, further.

STAFF RECOMMENDATION: Approval.

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Paul Ginsberg ADDRESS 1101 Thorpe Lane
DAY-TIME TELEPHONE 512-376-8085 San Marcos TX
E-MAIL PG med 340@gmail.com 78666

OWNER NAME Paul Ginsberg et ux ADDRESS Same
DAY-TIME TELEPHONE 512-376-8085 as above
E-MAIL PGmed 340@gmail.com

PROPERTY

110 1109 + 1107
ADDRESS OR GENERAL LOCATION ~~China St~~ & N Commerce
LEGAL DESCRIPTION (IF PLATTED) _____
SIZE 0.371 ACRE(S) LAND USE PLAN DESIGNATION Residential
EXISTING USE OF LAND AND/OR BUILDING(S) Residential home current
PROPOSED NEW USE, IF ANY future Residence on new lot

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION RLD
TO PROPOSED ZONING CLASSIFICATION RMD
REASON FOR REQUEST Lot to Small for RLD
requesting RMD due to depth of
lot size after split

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 \$250, PLUS \$150 PER ACRE, MAXIMUM OF \$10,000, PLUS ADDITIONAL \$1,000 FOR PLANNED DEVELOPMENT DISTRICT.

APPLICATION FEE OF \$ 305⁶⁵_{xx} 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



DATE

12-7-2023

OFFICE USE ONLY

ACCEPTED BY EVAN OLSZEWSKI

RECEIPT NUMBER 01264188

DATE SUBMITTED 12/7/2023

CASE NUMBER ZC - 23 - 10

DATE NOTICES MAILED 12-21-2023

DATE NOTICE PUBLISHED 12-28-2023

PLANNING AND ZONING COMMISSION MEETING DATE 1-10-2024

PLANNING AND ZONING COMMISSION RECOMMENDATION Approval

CITY COUNCIL MEETING DATE 1-16-2024

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and consider approval of Ordinance 2024-03, annexing 53 acres out of the Cornelius Crenshaw Survey, Abstract 68, Caldwell County, Texas, located on the south and west sides of FM 2001 approximately 1,060 feet north of SH 130.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This voluntary annexation request proposes to bring 53 acres into the city for the purpose of developing a cold storage facility that is the subject of an approved economic development agreement. The property is located inside the bend south of FM 2001 approximately 1,060 feet northwest of SH 130. The attached annexation service agreement states that water and wastewater service will be available to the site, the property owner needs to extend wastewater to the site and upsize the existing water lines in order to provide adequate service. All other aspects of the proposed annexation are as expected, with all other city services available upon annexation.

Upon annexation, the property will be automatically assigned to the AO Agricultural- Open Space zoning district. A Planned Development District (PDD) designed to accommodate the proposed cold storage business plus additional future tenants has been submitted and is expected to be heard at the February 6, 2024 City Council meeting.

PROJECT SCHEDULE (if applicable): The project was notified via an advertisement in the Lockhart Post-Register on January 4, 2024, and a notification placed on the City Website on December 28, 2023. Additionally, letters were sent to all required entities notifying them of the annexation on January 4, 2024. All required notifications were made during the state-mandated 10-21 day window prior to the public hearing.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): Annexation of the property will bring the land and the intended industrial development into the city, adding the land and future site improvements onto the city property tax roll.

PREVIOUS COUNCIL ACTION: The resolution setting the public hearing date was approved

City of Lockhart, Texas

Council Agenda Item Cover Sheet

at the December 19, 2023 City Council meeting.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2024-03, annexing approximately 53 acres south and west of FM 2001 into the City of Lockhart.

LIST OF SUPPORTING DOCUMENTS: FM 2001 Real Cold Annexation Ordinance 2024-03, Exhibits A and B to Ordinance 2024-03, Exhibit C to Ordinance 2024-03, FM 2001 Industrial Annexation 2023 Annexation Service Agreement, McCormick Annexation area map.

ORDINANCE NO. 2024-03

AN ORDINANCE PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF LOCKHART, TEXAS, BY ANNEXATION OF CERTAIN TERRITORY, BEING APPROXIMATELY 52.6906 ACRES DEPICTED IN EXHIBIT “A”, ATTACHED HERETO; DECLARING THE INTENT OF THE CITY TO ANNEX INTO THE CITY LIMITS THE PROPERTIES DESCRIBED IN EXHIBIT “B”, ATTACHED HERETO; DESCRIBED AS 53 ACRES OF LAND OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER 68, CALDWELL COUNTY, TEXAS, DIRECTING THE CITY SECRETARY TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH CERTAIN AUTHORITIES; DIRECTING THAT THE MAP OF THE CITY BOUNDARIES AND EXTRATERRITORIAL JURISDICTION BE UPDATED TO INCLUDE THE ANNEXED PROPERTY; PROVIDING FOR APPROVAL OF THE ANNEXATION SERVICE AGREEMENT FOR THE ANNEXED PROPERTY, GRANTING TO SAID ANNEXED PROPERTY AND ALL FUTURE INHABITANTS ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF SAID CITY; PROVIDING FOR SEVERABILITY; PROPER NOTICE AND MEETING; AND EFFECTIVE DATE.

WHEREAS, Section 43.0671 of the Texas Local Government Code additionally authorizes a City to annex an area if each owner of the land in the area requests the annexation; and

WHEREAS, in accordance with the Annexation Petition dated May 28, 2023, attached hereto as Exhibit “C”, and incorporated herein for all purposes, the landowner of the property has voluntarily requested and consented to the annexation of the Property; and

WHEREAS, the property to be annexed is adjacent to and contiguous to the boundaries of the City; and

WHEREAS, notices were provided and the public hearing was held in accordance with state law regarding the annexation of the subject Property at which time persons interested in the annexation were given the opportunity to be heard; and

WHEREAS, an Annexation Service Agreement for the territory to be annexed is hereby approved by the City Council as required by Sec. 43.0672 of the Texas Local Government Code, a copy of which Service Agreement, is attached hereto as Exhibit “D”; and

WHEREAS, the territory is exempt from the municipal annexation plan requirements;
and

WHEREAS, the Property is within the City's extraterritorial jurisdiction and the Property is not within the extraterritorial jurisdiction or corporate limits of any other city; and

WHEREAS, the City Council is of the opinion that annexing the subject Property is in the best interest of the City;

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

SECTION 1. PREAMBLE. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Lockhart and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. ANNEXATION. That the Property described as approximately 197 acres of land, Caldwell County, Texas, depicted in Exhibit "A" and described in Exhibit "B" attached hereto, and incorporated herein for all purposes, is hereby annexed into the City of Lockhart, Caldwell County, Texas, and that the corporate limits of the City of Lockhart shall be and the same are hereby extended to include the Property within the territorial limits of said City, and said Property and the present and future inhabitants thereof shall hereafter be entitled to all rights and privileges of citizens of Lockhart, Texas, and shall be bound by the provisions of all ordinances and codification of ordinances of said City.

SECTION 3. ANNEXATION SERVICE AGREEMENT. An Annexation Service Agreement, attached hereto as Exhibit "D", and incorporated herein for all purposes, between the City and the Landowner for the Property is hereby approved and the Mayor is authorized to execute same.

SECTION 4. FILING OF ORDINANCE. That the City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Caldwell County, Texas, the Voting Registrar of Caldwell County, the Caldwell County Appraisal District, the Secretary of the State of Texas, and the Comptroller of the State of Texas in the manner required by law.

SECTION 5. MAPS. That the Official Map showing the boundaries of the City and its extraterritorial jurisdiction shall be immediately updated to include the Annexed Property and the map shall be annotated to show the date of the annexation and the number of the annexation ordinance.

SECTION 6. SEVERABILITY. That if any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7. REPEALER CLAUSE. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval.

Passed and Approved: January 16, 2024

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

EXHIBIT A

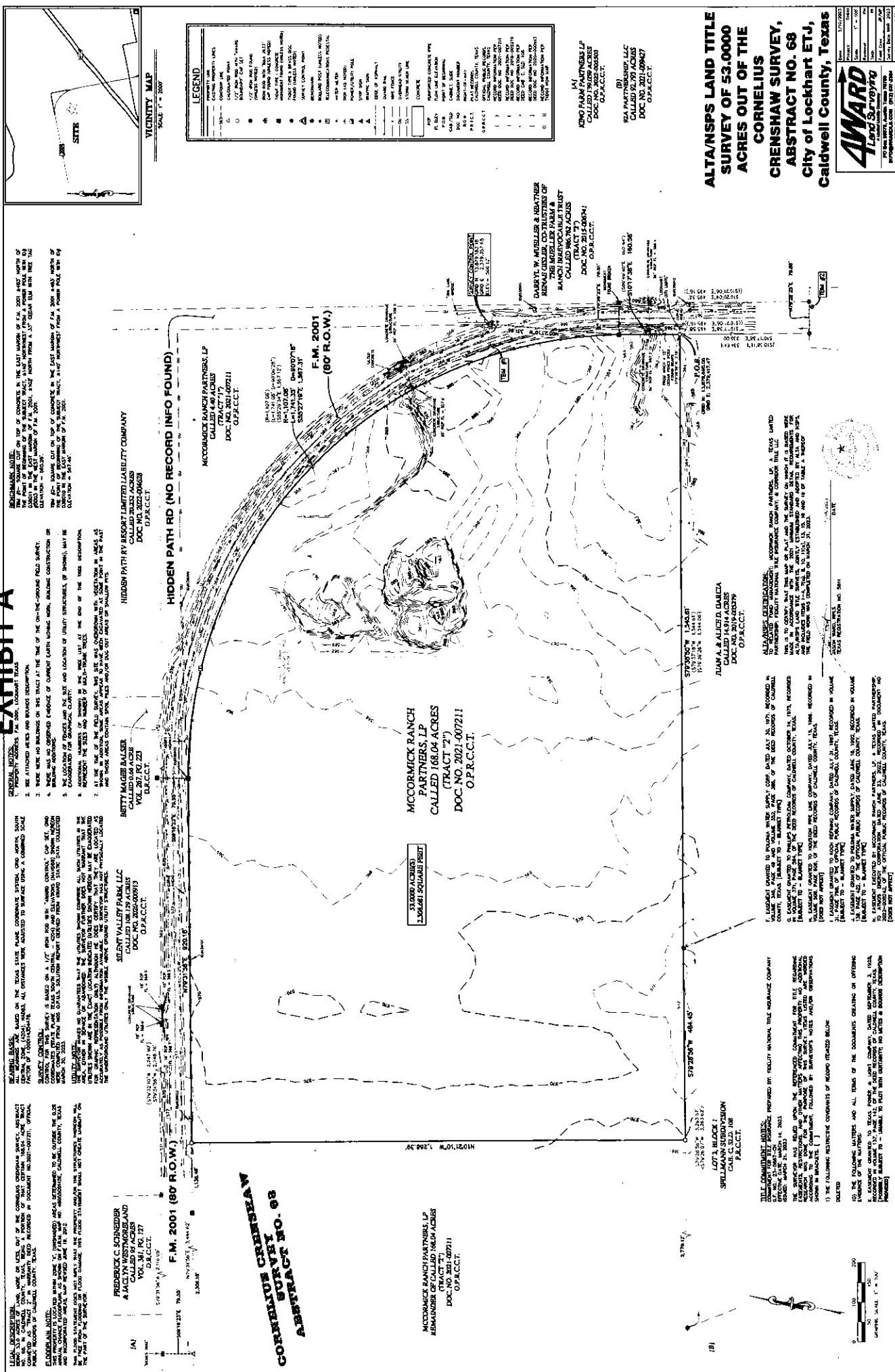


EXHIBIT B



PO Box 90876
Austin, TX 78709
512.554.3371
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 53.0000 ACRES (2,308,681 SQUARE FEET) OF LAND, MORE OR LESS, BEING OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68 IN CALDWELL COUNTY, TEXAS, BEING A PORTION OF A CALLED 168.04 ACRE TRACT (DESCRIBED AS "TRACT 2") CONVEYED TO MCCORMICK RANCH PARTNERS, LP IN DOCUMENT NO. 2021-007211 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.), SAID 53.0000 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at 1/2-inch iron rod with "4Ward-Boundary" cap set in the west right-of-way line of F.M. 2001 (80' Right-of-way), being the southeast corner of said McCormick Ranch tract, and being the apparent northeast corner of a called 14.914 acre tract conveyed to Juan & Alice Garcia in Document No. 2019-005279 (O.P.R.C.C.T.), for the southeast corner and **POINT OF BEGINNING** hereof, from which a TxDOT Type II brass disc found for an ell-corner in the west right-of-way line of said F.M. 2001, and being an ell-corner in the east line of said Garcia tract bears, S01°17'38"E, a distance of 335.00 feet;

THENCE, leaving the west right-of-way line of said F.M. 2001, with the common line of said McCormick Ranch tract and said Garcia tract, S79°38'50"W, passing at a distance of 2.18 feet a 12" cedar fence post found, and continuing for a total distance of 1,545.81 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the northwest corner of said Garcia tract, and being the northeast corner of Lot 2, Block 1 of the Spillman Subdivision, a subdivision in Caldwell County, Texas recorded in Cabinet C, Slide 108 of the Plat Records of Caldwell County, Texas (P.R.C.C.T.), and being an angle point in the east line of a called 92.793 acre tract conveyed to 92A Partnership, LLC in Document No. 2021-009427 (O.P.R.C.C.T.);

THENCE, with the common line of said McCormick Ranch tract and said Lot 2, S79°28'56"W, a distance of 484.45 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the southwest corner hereof, from which a 1/2-inch iron rod found for the northwest corner of said Lot 2, and being an angle point in the south line of said McCormick Ranch tract bears, S79°28'56"W, a distance of 2,779.12 feet;

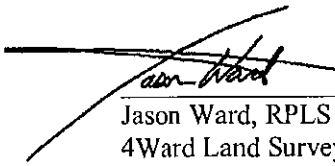
THENCE, leaving the common line of said McCormick Ranch tract and said Lot 2, over and across said McCormick Ranch tract, N10°21'10"W, a distance of 1,266.39 feet to a 1/2-inch iron rod with "4Ward-Boundary" cap set for the northwest corner hereof, said point being in the south right-of-way line of said F.M. 2001, and being in the north line of said McCormick Ranch tract, from which a calculated point for a point of curvature in the south right-of-way line of said F.M. 2001, and being a point of curvature in the north line of said McCormick Ranch tract bears, S79°31'56"W, passing at a distance of 1,138.46 feet a TxDOT Type I concrete monument found, and continuing for a total distance of 3,444.62 feet;

THENCE, with the common line of said McCormick Ranch tract and said F.M. 2001, the following three (3) courses and distances:

- 1) N79°31'56"E, a distance of 920.18 feet to a TxDOT Type I concrete monument found for a point of curvature hereof,
- 2) Along the arc of a curve to the right, whose radius is 1,107.08 feet, whose arc length is 1,741.35 feet and whose chord bears S55°27'19"E, a distance of 1,567.31 feet to a TxDOT Type I concrete monument found for a point of tangency hereof, and
- 3) S10°17'38"E, a distance of 160.58 feet to the **POINT OF BEGINNING** and containing 53.0000 Acres (2,308,681 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000082521812. See attached sketch (reference drawing: 01604_10 Acres.dwg)



Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

4/7/23



Exhibit C

May 8, 2023

Honorable Mayor and City Council Members
c/o Mike Kamerlander
City of Lockhart
308 West San Antonio Street
Lockhart, Texas 78644

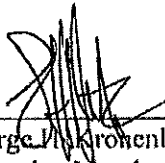
Re: Voluntary Annexation Petition – Project Apple Pie, Lockhart, Texas (Property ID # 14698)
("Property")

Honorable Mayor and City Council Members:

As the current owner of the Property, I hereby submit my request for voluntary annexation and zoning for the Property.

As owner, I reserve the right to withdraw this annexation request from consideration at any time during the proceedings. Pam Madere, Jackson Walker LLP, will serve as the agent for these applications.

Sincerely,



Name: George V. Kronenberg, III
Title: Managing Member, McCormick Ranch Partners, LP, a
Texas limited partnership

ORDINANCE EXHIBIT “D”

CITY OF LOCKHART ANNEXATION SERVICES AGREEMENT FOR FM 2001 INDUSTRIAL: ANNEXATION- 2024

WHEREAS, the City of Lockhart, Texas (the “City”) has instituted annexation proceedings for the land described in Exhibit “A”, attached hereto (referred to herein as the “Annexed Property”); and,

WHEREAS, Chapter 43, Texas Local Government Code, (referred to herein as “TLGC”) requires a service plan agreement between the Landowner and the City adopted with, or prior to, the annexation ordinance;

NOW, THEREFORE, by execution hereof, the City and the Landowner agree to the Annexation Services set out herein for the Annexed Property on the date of annexation:

1. Intent

As used in this Agreement, *providing services* includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and Landowner participation in accordance with applicable City ordinances. Provided however, that nothing in this Service Plan Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the Annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

The City shall provide the Annexed Property or cause the Annexed Property to be provided with services in accordance with this Agreement. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other agencies to provide such services, in whole or in part.

The parties acknowledge and agree that it is not the intent of this Agreement to create any vested rights to develop the Annexed Property, until such time that development of the Annexed Property is commenced as evidenced by the submittal of one or more complete development applications in accordance with the City’s Code of Ordinances.

2. Police, EMS, and animal control

Immediately upon annexation, City of Lockhart Police will provide regular and routine patrols in the area as part of its overall patrol activities, and will respond to any calls for assistance. Similarly, Emergency Medical Service and animal control services will be provided by the City. The Bufkin Lane police and EMS station is the closest to and has the most direct access to this annexation area. No additional personnel or equipment is anticipated as a result of this annexation.

3. Fire protection

Immediately upon annexation, the Lockhart Fire Department will provide fire suppression service from Fire Station No. 2, located at 1911 Borchert Loop. Fire prevention activities, including subdivision/building plan review and fire inspections of structures, will be provided by the City, or a firm contracted by the City. Although no additional personnel or equipment is anticipated as a result of this annexation, the pace of future development will determine the need for a fire substation in the southeast part of the city.

4. Solid waste collection

Immediately upon annexation, refuse collection and voluntary household curbside recycling will be provided by the City in accordance with the rates and conditions of the Lockhart City Code. Recycling is also available at the City's voluntary drop-off center located at 110 N. Brazos St. No additional personnel or equipment is anticipated as a result of this annexation.

5. Water facilities

The closest City water mains are a 3-inch line along the west side of FM 2001. The Annexed Property is adjacent to, but not within, the City's water service jurisdiction, but Aqua Water Supply Corporation has previously issued letters allowing the city to serve similarly situated properties until a formal transfer of jurisdiction can be completed. Further water line extensions or upsizing are the responsibility of the Landowner or developer desiring service, in accordance with the City's subdivision regulations, water facility construction standards, and utility extension policy. The City of Lockhart will maintain any new public water facilities that are not in the service area of another utility, in accordance with standard City maintenance procedures.

6. Wastewater facilities

Centralized sanitary wastewater service is not currently available to the Annexed Property. The cost of extending centralized wastewater service to the Annexed Property shall be at the Landowner's cost and in accordance with the City's utility extension ordinance and subdivision ordinance. If the Landowner chooses not to extend centralized wastewater service to the Annexed Property, the Landowner is authorized to serve the Annexed Property with on-site septic systems in lieu of a centralized wastewater service until such time as the City centralized wastewater service becomes available to the Annexed Property. The City of Lockhart will maintain any new centralized wastewater facilities serving the Annexed Property in accordance with standard City maintenance procedures.

7. Electric service and street lighting

The Annexed Property is not within the City's jurisdiction for electric service. Electric service is provided by Bluebonnet Electric Cooperative.

8. Streets and drainage

Access to the Annexed Property is currently provided by FM 2001. Immediately upon annexation, street and drainage facility and public rights-of-way maintenance will be performed by the Lockhart Public Works Department in accordance with standard City maintenance procedures for streets located within the subject area that are not under the jurisdiction of the State. Construction of new streets and drainage facilities is the responsibility of the Landowner or developer desiring them, in accordance with the City's subdivision regulations and street and drainage facility construction standards.

9. Traffic control

Immediately upon annexation, the City of Lockhart will maintain street name signs, traffic control devices, and other required traffic system design improvements for any new public streets in the Annexed Property.

10. Parks and recreation

Immediately upon annexation, Lockhart Parks and Recreation Department facilities and services, including the use of any and all public parks, will be available to residents of the Annexed Property. There are currently no City parks or recreation facilities in the subject Annexed Property. Dedication of land, or payment of a fee-in-lieu-of land dedication, for new parkland is the responsibility of the Landowner at the time of land development in accordance with the City's subdivision regulations. Construction of park improvements on the dedicated land, and maintenance thereafter, will be in accordance with the standards of the Lockhart subdivision regulations unless otherwise negotiated with the Landowner or developer.

11. Public Library

Immediately upon annexation, all residents of the subject Annexed Property will be eligible for library services available to Lockhart citizens at the Lockhart Public Library.

12. Planning and Zoning

Immediately upon annexation, the Annexed Property will be zoned "AO" Agricultural–Open Space District, in accordance with the City of Lockhart zoning ordinance. Any other zoning classification for specific parcels may be subsequently requested by individual property owners in accordance with the standard City application, notification, and public hearing procedures. The Lockhart 2020 Land Use Plan indicates primarily future Agricultural/Rural Development, with a commercial node where a future collector street would cross through the northern portion of the Annexed Property. The land use plan also indicates a future arterial passing near the southeast corner of the annexation area. All services of the Lockhart Planning Department will be available to residents and owners of annexed Property.

13. Building inspection and code enforcement

Immediately upon annexation, the City of Lockhart Building Inspection Division, or a firm contracted by the City, will enforce the adopted building and nuisance codes within the Annexed Property. This includes consultation with developers, plan review, and on-site inspections for construction activity, as well as investigation of complaints and prosecution of code violations related to buildings, property maintenance, and other health and safety hazards or nuisances.

14. Environmental health code services

Immediately upon annexation, the City of Lockhart Health Officer will enforce the City's food-handler and other adopted health regulations within the Annexed Property area. This includes regular inspections as well as investigation of complaints and prosecution of violations.

15. Floodplain management

Immediately upon annexation, floodplain management will be in accordance with FEMA and City of Lockhart flood hazard regulations. There are no identified 100-year floodplains in the Annexed Property.

16. Miscellaneous municipal facilities and services

Should any other municipal facilities, buildings, or services be constructed or located within the subject area subsequent to annexation, all required operation or maintenance will be provided by the appropriate City department.

17. Term and Effective Date

This agreement shall be effective on the date the Annexed Property is annexed by the City. This Annexation Services Agreement shall be valid for a term of ten (10) years.

CITY OF LOCKHART

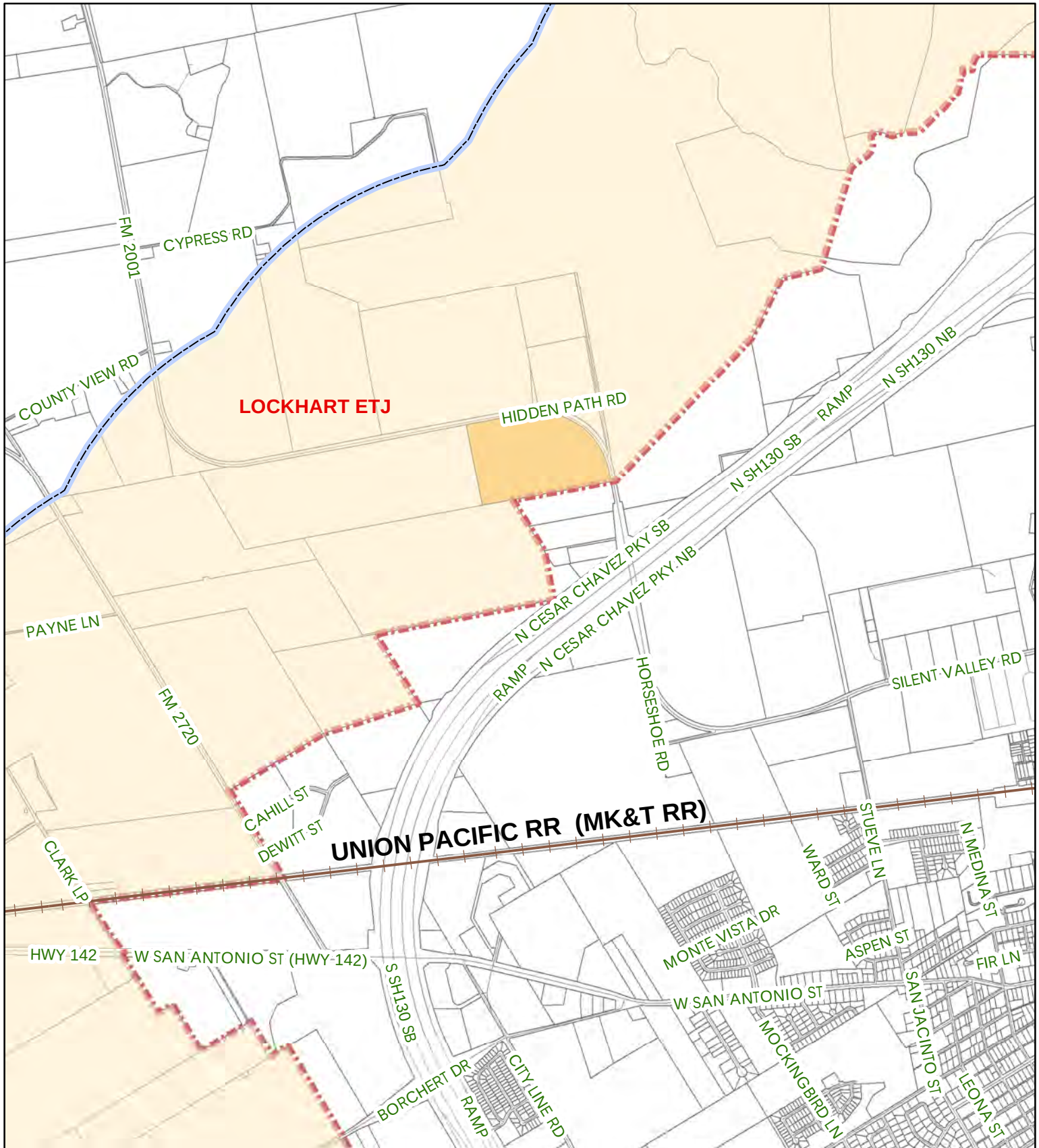
LANDOWNER

Lew White, Mayor

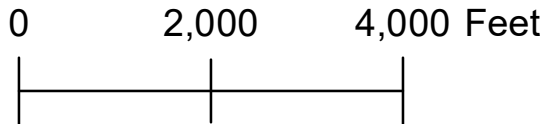
By:

Date: _____

Date: _____



CITY OF
Lockhart
TEXAS



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

Map Legend

- MCCORMICK ANNEXATION
- PARCEL BOUNDARY
- LOCKHART CITY LIMITS
- LOCKHART ETJ

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Presentation regarding Section 3 requirements for the recently awarded Community Development Block Grant from the Department of Agriculture for the replacement of residential water meters.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In late 2021, the City applied and was awarded a CDBG Grant in the amount of \$350,000 to replace residential water meters in the City's distribution system. Replacing the aging meters in the City's system will improve unidentified water losses and enhance billing accuracy. This project consists of replacing approximately 950 residential water meters, about 20% of the water meters in the system. The local match for this project is \$70,000 (20%) and is budgeted in the current budget. Construction plans for this project are complete. This project is anticipated to be fully completed during 2024.

Section 3 requirements apply to all TxCDBG grants. Tonight's presentation regarding Section 3 is necessary to fulfill all requirements of the grant.

Section 3 of the Housing and Urban Development (HUD) Act of 1968 requires that, to the greatest extent feasible, economic opportunity generated by CDBG funds and other HUD assistance, most importantly employment, is directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, as well as residents of the community in which the federal funds are spent.

Federal rules do not require grant recipients (the City) to contract or subcontract with Section 3 business, nor do the rules require hiring Section 3 workers. However, grant recipients must be able to demonstrate that, where possible, contracting, employment and training opportunities were made available to workers and businesses meeting Section 3 designation criteria.

During the meeting the grant consultant for the project, Mr. Gandolf Burrus with Grant Development Services (GDS), will be presenting the Section 3 requirements and present a map of the affected area.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: No action needed.

LIST OF SUPPORTING DOCUMENTS: A 1024 Lockhart Section 3 Presentation to City
Council 1 2-24 FINAL

A1024

**Section 3 Presentation to The City of
Lockhart, Texas Caldwell County**



The City of Lockhart was recently received the following grant award:

- Grant Contract No. CVD21-0093
- Award Amount: \$350,000
- Project: The City will utilize CDBG funds to resolve significant water loss by replacing all residential water meters in the City
- .



The grant is funded through the
Community Development Block Grant, via:

- U.S. Department of Housing and Urban
Development and The Texas
Department of Agriculture



Section 3 Concepts

- As a condition of funding, the City Of Lockhart must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.



Section 3 Concepts

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



Section 3 Business

A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>



Section 3 Business

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected) Grant Development Services, Inc
- Engineering Services (previously selected) TRW Engineering, Inc
- Prime Contractor Not yet awarded
- Subcontracting opportunities: Materials suppliers, Electrician, Meter installers, general labor.



Section 3 Worker

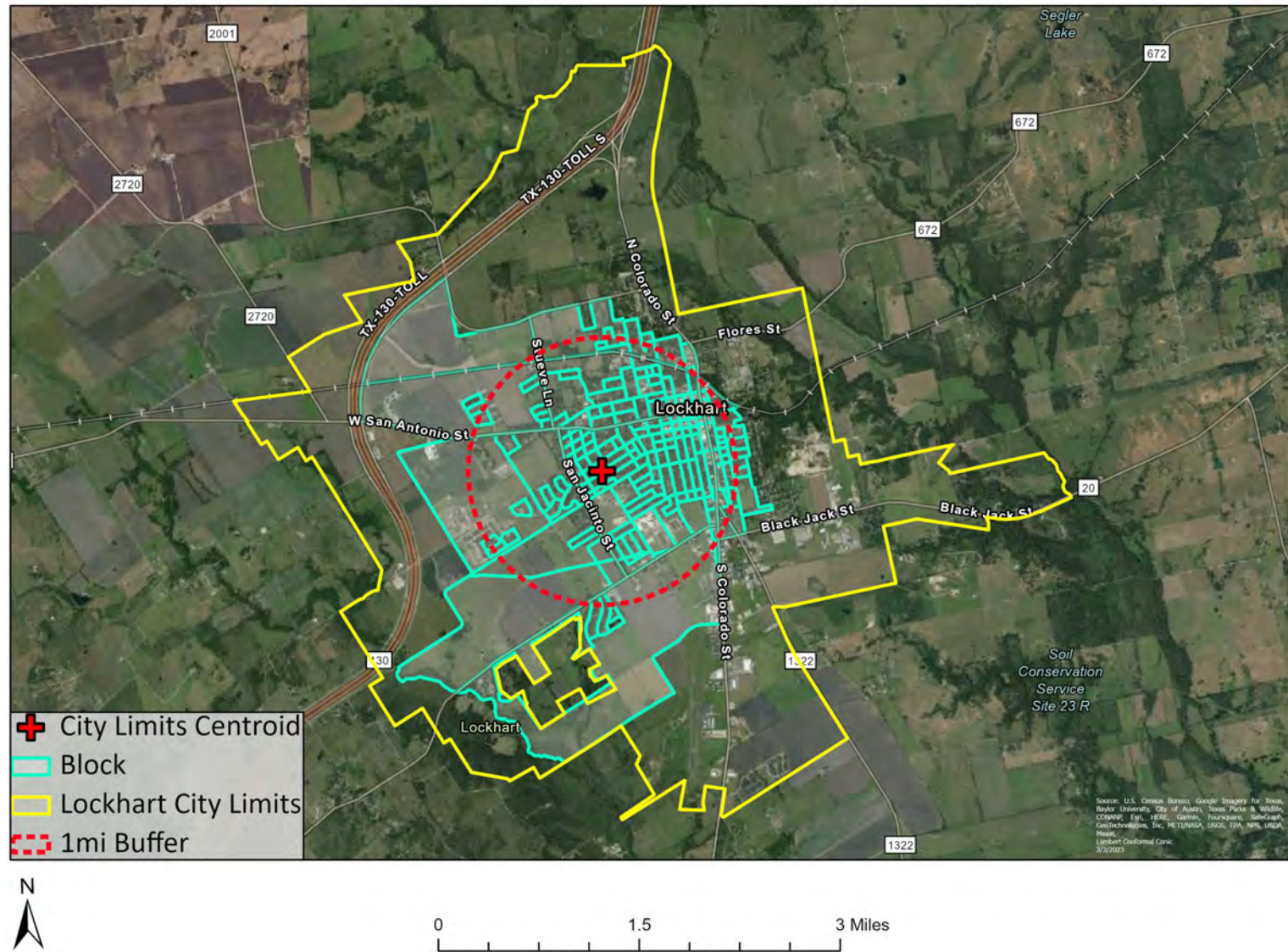
You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size.
- You are a current or recent Youth-build participant

All persons may register their information and search for opportunities at:

- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal_
<https://hudapps.hud.gov/OpportunityPortal/>

Section 3 Service Area - City of Lockhart



Section 3 Service Area – City of Lockhart – Section 3 Service Area encompasses a total of 9,599 persons within a 1-mile radius of the center of the city limits (see table below for Census Block information).

Client Name	City of Lockhart
Contract #	
Map Information	Section 3 Service Area – City of Lockhart Source: U.S. Census Bureau, Google
Date	March 2023

OBJECTID	GEOID	NAME	COUNTY NAME	STATE NAME	TOTAL POPULATION	TRACT	BLKGRP	TOTAL HOUSING COUNT	LATITUDE	LONGITUDE	AREA (sqft)	LENGTH (lf)
1271717	480559602001014	BLOCK 1014	Caldwell County	Texas	41	960200	1	16	29.882305	-97.6661243	32674.14267	737.7703803
1271718	480559602001015	BLOCK 1015	Caldwell County	Texas	41	960200	1	18	29.8837164	-97.6675946	74796.5819	1149.628736
1271719	480559602001018	BLOCK 1018	Caldwell County	Texas	84	960200	1	32	29.8810556	-97.6658375	32481.39437	732.2718541
1271720	480559602001019	BLOCK 1019	Caldwell County	Texas	58	960200	1	24	29.8802197	-97.6663057	43674.9722	1093.687955
1271721	480559602001020	BLOCK 1020	Caldwell County	Texas	10	960200	1	6	29.8821527	-97.6673525	13822.08427	505.4656441
1271722	480559602001021	BLOCK 1021	Caldwell County	Texas	16	960200	1	5	29.882247	-97.6682697	13145.96637	458.6816757
1271723	480559602001022	BLOCK 1022	Caldwell County	Texas	10	960200	1	3	29.8815101	-97.6681137	9354.320537	394.2431779
1271724	480559602001023	BLOCK 1023	Caldwell County	Texas	9	960200	1	3	29.8809136	-97.6679875	9008.914233	388.6274357
1271725	480559602001024	BLOCK 1024	Caldwell County	Texas	18	960200	1	6	29.8802147	-97.6678355	12455.41812	446.9656948
1271726	480559602001025	BLOCK 1025	Caldwell County	Texas	37	960200	1	6	29.8794044	-97.6676581	12318.56989	444.5610875
1271727	480559602001026	BLOCK 1026	Caldwell County	Texas	18	960200	1	11	29.8776468	-97.6672754	41292.67119	941.0616706
1271728	480559602001027	BLOCK 1027	Caldwell County	Texas	41	960200	1	16	29.8789305	-97.6660179	32643.8341	740.5410668
1271729	480559602001028	BLOCK 1028	Caldwell County	Texas	22	960200	1	15	29.8778871	-97.6657514	28931.60231	710.7632912
1271730	480559602002000	BLOCK 2000	Caldwell County	Texas	0	960200	2	0	29.8714342	-97.6692357	18389.03074	597.4995246
1271731	480559602002001	BLOCK 2001	Caldwell County	Texas	0	960200	2	0	29.8693549	-97.6689904	18016.57411	838.6201373
1271732	480559602002002	BLOCK 2002	Caldwell County	Texas	596	960200	2	208	29.8590022	-97.6804891	3583853.416	14253.22053
1271733	480559602002003	BLOCK 2003	Caldwell County	Texas	58	960200	2	23	29.8627344	-97.6832336	70244.51536	1426.796973
1271736	480559602002006	BLOCK 2006	Caldwell County	Texas	40	960200	2	23	29.8624949	-97.6844847	84506.45107	1428.039012
1271737	480559602002007	BLOCK 2007	Caldwell County	Texas	72	960200	2	25	29.8588384	-97.6922135	303445.2877	5619.65477
1271739	480559602002009	BLOCK 2009	Caldwell County	Texas	42	960200	2	12	29.8629176	-97.6820689	21581.85143	662.5525214
1271753	480559602004003	BLOCK 4003	Caldwell County	Texas	87	960200	4	24	29.8752158	-97.6649375	139065.4205	1906.953599
1271759	480559602004009	BLOCK 4009	Caldwell County	Texas	50	960200	4	17	29.8752454	-97.666755	31818.48334	776.8405895
1271760	480559602004010	BLOCK 4010	Caldwell County	Texas	9	960200	4	1	29.8753912	-97.6675688	12724.97129	627.6024007
1271761	480559602004011	BLOCK 4011	Caldwell County	Texas	17	960200	4	7	29.8750199	-97.6683014	32439.12099	780.1524927
1271762	480559602004012	BLOCK 4012	Caldwell County	Texas	113	960200	4	37	29.8728991	-97.6667132	81376.00049	1246.470758
1271763	480559602004013	BLOCK 4013	Caldwell County	Texas	18	960200	4	11	29.872098	-97.668052	66454.08019	1197.395034
1271767	480559603001000	BLOCK 1000	Caldwell County	Texas	50	960300	1	31	29.8822625	-97.6826494	65949.94322	1100.611374
1271768	480559603001001	BLOCK 1001	Caldwell County	Texas	31	960300	1	9	29.8819892	-97.6846944	21768.36954	618.899216
1271769	480559603001002	BLOCK 1002	Caldwell County	Texas	17	960300	1	6	29.8827243	-97.6851177	11580.47478	491.4459767
1271770	480559603001003	BLOCK 1003	Caldwell County	Texas	9	960300	1	4	29.8823238	-97.6861977	19825.27065	586.8891048
1271771	480559603001004	BLOCK 1004	Caldwell County	Texas	23	960300	1	8	29.8829522	-97.686546	6636.570903	394.8195568
1271772	480559603001005	BLOCK 1005	Caldwell County	Texas	26	960300	1	7	29.8826477	-97.6877162	18703.64945	560.9772051
1271773	480559603001006	BLOCK 1006	Caldwell County	Texas	257	960300	1	101	29.8794067	-97.690661	596323.5959	4415.436718
1271774	480559603001007	BLOCK 1007	Caldwell County	Texas	39	960300	1	13	29.8759196	-97.6898766	28793.96651	724.9958985
1271775	480559603001008	BLOCK 1008	Caldwell County	Texas	9	960300	1	3	29.880695	-97.6872212	19447.00069	577.5983467

1271776	480559603001009	BLOCK 1009	Caldwell County	Texas	15	960300	1	10	29.8769989	-97.6880829	25470.38762	654.9166412
1271777	480559603001010	BLOCK 1010	Caldwell County	Texas	22	960300	1	7	29.8816943	-97.6874336	19832.62536	582.954818
1271778	480559603001011	BLOCK 1011	Caldwell County	Texas	90	960300	1	37	29.8817481	-97.6947852	62344.06461	1021.613131
1271779	480559603001012	BLOCK 1012	Caldwell County	Texas	581	960300	1	211	29.8762427	-97.6990379	2105261.622	8404.328326
1271780	480559603001013	BLOCK 1013	Caldwell County	Texas	49	960300	1	18	29.8709228	-97.6970784	29973.10151	709.9301879
1271781	480559603001014	BLOCK 1014	Caldwell County	Texas	75	960300	1	28	29.8745094	-97.6931163	41462.43676	809.8389449
1271782	480559603001015	BLOCK 1015	Caldwell County	Texas	46	960300	1	20	29.8702516	-97.6963848	27230.46925	754.0520066
1271783	480559603001016	BLOCK 1016	Caldwell County	Texas	50	960300	1	21	29.8714155	-97.6947091	34989.72175	759.6670282
1271803	480559603001036	BLOCK 1036	Caldwell County	Texas	46	960300	1	13	29.8740872	-97.6878339	36731.21779	1102.890987
1271804	480559603001037	BLOCK 1037	Caldwell County	Texas	94	960300	1	25	29.8756929	-97.6867009	67246.8071	1189.657044
1271805	480559603001038	BLOCK 1038	Caldwell County	Texas	10	960300	1	5	29.8775125	-97.6857694	24002.45345	620.3508266
1271806	480559603001039	BLOCK 1039	Caldwell County	Texas	17	960300	1	7	29.8786084	-97.6865098	28529.94569	676.950312
1271807	480559603001040	BLOCK 1040	Caldwell County	Texas	21	960300	1	8	29.8797061	-97.6870102	19278.18934	576.90669
1271808	480559603001041	BLOCK 1041	Caldwell County	Texas	15	960300	1	7	29.8803384	-97.6857755	19146.90237	574.0603732
1271809	480559603001042	BLOCK 1042	Caldwell County	Texas	12	960300	1	6	29.881316	-97.6859878	19054.4977	571.7870257
1271810	480559603001043	BLOCK 1043	Caldwell County	Texas	21	960300	1	5	29.8809885	-97.6844859	20636.50088	600.184188
1271811	480559603001044	BLOCK 1044	Caldwell County	Texas	25	960300	1	12	29.8799	-97.6840033	31049.55469	704.5120562
1271812	480559603001045	BLOCK 1045	Caldwell County	Texas	39	960300	1	16	29.8807446	-97.6823818	42621.19029	837.1743766
1271813	480559603001046	BLOCK 1046	Caldwell County	Texas	25	960300	1	9	29.881465	-97.6810017	19751.90224	577.8014675
1271814	480559603001047	BLOCK 1047	Caldwell County	Texas	41	960300	1	23	29.8799858	-97.6812781	43066.35422	959.3307707
1271815	480559603001048	BLOCK 1048	Caldwell County	Texas	16	960300	1	8	29.8781448	-97.6845501	22992.43125	605.8723877
1271816	480559603001049	BLOCK 1049	Caldwell County	Texas	18	960300	1	8	29.8792428	-97.6852899	27838.66383	670.3444191
1271817	480559603001050	BLOCK 1050	Caldwell County	Texas	43	960300	1	12	29.8788073	-97.6832756	26040.8402	648.4044955
1271818	480559603001051	BLOCK 1051	Caldwell County	Texas	41	960300	1	24	29.8791831	-97.6807326	43630.7993	967.1502122
1271819	480559603001052	BLOCK 1052	Caldwell County	Texas	38	960300	1	28	29.8783172	-97.6801442	50676.30301	1009.0666
1271820	480559603001053	BLOCK 1053	Caldwell County	Texas	26	960300	1	4	29.8757526	-97.6845995	12789.63426	478.5610019
1271821	480559603001054	BLOCK 1054	Caldwell County	Texas	13	960300	1	6	29.876521	-97.6851041	23471.22313	612.9938791
1271822	480559603001055	BLOCK 1055	Caldwell County	Texas	21	960300	1	6	29.8771484	-97.6838879	22565.02279	602.1908163
1271823	480559603001056	BLOCK 1056	Caldwell County	Texas	29	960300	1	11	29.877809	-97.6826224	25636.68726	642.8552598
1271824	480559603001057	BLOCK 1057	Caldwell County	Texas	20	960300	1	6	29.8770483	-97.6821117	13838.09491	507.0422609
1271825	480559603001058	BLOCK 1058	Caldwell County	Texas	13	960300	1	4	29.8763835	-97.6833824	12541.90499	473.5420122
1271828	480559603001061	BLOCK 1061	Caldwell County	Texas	35	960300	1	17	29.8744346	-97.6891519	37578.96382	819.8779269
1271831	480559603002000	BLOCK 2000	Caldwell County	Texas	0	960300	2	0	29.8846831	-97.6698307	12365.24906	445.6102877
1271832	480559603002001	BLOCK 2001	Caldwell County	Texas	13	960300	2	1	29.8845207	-97.6708174	12602.83078	448.2747395
1271833	480559603002002	BLOCK 2002	Caldwell County	Texas	0	960300	2	0	29.8843654	-97.6718173	12638.70281	450.5212044
1271834	480559603002003	BLOCK 2003	Caldwell County	Texas	0	960300	2	0	29.8841972	-97.6728213	12916.13328	454.6148165

1271835	480559603002004	BLOCK 2004	Caldwell County	Texas	0	960300	2	0	29.8840216	-97.673862	13943.08033	472.6026143
1271836	480559603002005	BLOCK 2005	Caldwell County	Texas	9	960300	2	1	29.8838302	-97.6750322	16300.76514	514.0514835
1271837	480559603002006	BLOCK 2006	Caldwell County	Texas	8	960300	2	6	29.8835788	-97.6765068	22700.25805	616.0960497
1271838	480559603002007	BLOCK 2007	Caldwell County	Texas	11	960300	2	19	29.8833091	-97.6783893	25690.22763	687.0007236
1271839	480559603002008	BLOCK 2008	Caldwell County	Texas	64	960300	2	47	29.8824104	-97.679972	53785.89312	919.281926
1271840	480559603002009	BLOCK 2009	Caldwell County	Texas	28	960300	2	13	29.8824778	-97.6780354	21006.33184	606.773129
1271841	480559603002010	BLOCK 2010	Caldwell County	Texas	11	960300	2	7	29.8827164	-97.6763419	21097.00045	616.1058491
1271842	480559603002011	BLOCK 2011	Caldwell County	Texas	7	960300	2	2	29.8829688	-97.6748417	15780.03863	506.223167
1271843	480559603002012	BLOCK 2012	Caldwell County	Texas	7	960300	2	3	29.8831554	-97.6736726	13745.18488	469.4065705
1271844	480559603002013	BLOCK 2013	Caldwell County	Texas	10	960300	2	3	29.8833254	-97.6726285	13090.17688	457.6773761
1271845	480559603002014	BLOCK 2014	Caldwell County	Texas	4	960300	2	1	29.8834917	-97.6716268	13270.91431	460.0537657
1271846	480559603002015	BLOCK 2015	Caldwell County	Texas	4	960300	2	1	29.8836506	-97.6706284	12981.00736	456.5999144
1271847	480559603002016	BLOCK 2016	Caldwell County	Texas	0	960300	2	0	29.8838114	-97.6696385	12969.34463	454.8936801
1271848	480559603002017	BLOCK 2017	Caldwell County	Texas	6	960300	2	1	29.8819182	-97.6692342	41480.43102	977.4419998
1271849	480559603002018	BLOCK 2018	Caldwell County	Texas	0	960300	2	0	29.8817518	-97.6702203	43407.5192	986.9000258
1271850	480559603002019	BLOCK 2019	Caldwell County	Texas	6	960300	2	2	29.8826084	-97.6714414	12978.37062	455.6337863
1271851	480559603002020	BLOCK 2020	Caldwell County	Texas	0	960300	2	1	29.8824489	-97.6724467	12900.13123	454.3757139
1271852	480559603002021	BLOCK 2021	Caldwell County	Texas	5	960300	2	1	29.8822856	-97.6734884	14045.11714	474.2821552
1271853	480559603002022	BLOCK 2022	Caldwell County	Texas	25	960300	2	3	29.8820929	-97.6747042	17699.92026	537.5320677
1271854	480559603002023	BLOCK 2023	Caldwell County	Texas	11	960300	2	9	29.8818826	-97.6760454	17269.9013	530.575048
1271855	480559603002024	BLOCK 2024	Caldwell County	Texas	28	960300	2	16	29.8812893	-97.6773583	37283.6357	797.4933279
1271856	480559603002025	BLOCK 2025	Caldwell County	Texas	21	960300	2	11	29.8809331	-97.6783841	21520.98071	664.8854246
1271857	480559603002026	BLOCK 2026	Caldwell County	Texas	18	960300	2	7	29.8809424	-97.6794497	13657.85932	467.5255154
1271858	480559603002027	BLOCK 2027	Caldwell County	Texas	13	960300	2	5	29.8801377	-97.6788954	13792.26547	470.1047573
1271859	480559603002028	BLOCK 2028	Caldwell County	Texas	26	960300	2	16	29.8794152	-97.6780646	24213.23406	632.865903
1271860	480559603002029	BLOCK 2029	Caldwell County	Texas	34	960300	2	9	29.8812223	-97.6745132	17044.54154	528.342394
1271861	480559603002030	BLOCK 2030	Caldwell County	Texas	40	960300	2	23	29.8805575	-97.6731236	40731.32721	916.018371
1271862	480559603002031	BLOCK 2031	Caldwell County	Texas	57	960300	2	21	29.880707	-97.6720823	38658.62905	906.9606861
1271863	480559603002032	BLOCK 2032	Caldwell County	Texas	17	960300	2	12	29.8811625	-97.6711405	30044.96197	755.1750937
1271864	480559603002033	BLOCK 2033	Caldwell County	Texas	86	960300	2	39	29.8777387	-97.6704237	72669.65252	1487.898555
1271865	480559603002034	BLOCK 2034	Caldwell County	Texas	8	960300	2	5	29.8783148	-97.6695294	58421.95299	1304.177689
1271866	480559603002035	BLOCK 2035	Caldwell County	Texas	8	960300	2	4	29.8796489	-97.668745	23115.71031	641.6305073
1271867	480559603002036	BLOCK 2036	Caldwell County	Texas	20	960300	2	5	29.8773906	-97.6683485	44968.72434	971.8534591
1271868	480559603002037	BLOCK 2037	Caldwell County	Texas	62	960300	2	33	29.873445	-97.6716655	150935.4542	1561.428573
1271869	480559603002038	BLOCK 2038	Caldwell County	Texas	20	960300	2	7	29.8756842	-97.671026	13771.0363	470.1734561
1271870	480559603002039	BLOCK 2039	Caldwell County	Texas	43	960300	2	22	29.8777822	-97.671474	47370.01458	1071.081837

1271871	480559603002040	BLOCK 2040	Caldwell County	Texas	51	960300	2	27	29.8776305	-97.6724914	50620.88504	1092.196582
1271872	480559603002041	BLOCK 2041	Caldwell County	Texas	72	960300	2	25	29.8774373	-97.6736758	63721.73382	1149.566502
1271873	480559603002042	BLOCK 2042	Caldwell County	Texas	41	960300	2	18	29.8799256	-97.6742295	34263.83154	756.2088918
1271874	480559603002043	BLOCK 2043	Caldwell County	Texas	13	960300	2	5	29.8731354	-97.6694322	27885.91708	708.6264065
1271875	480559603002044	BLOCK 2044	Caldwell County	Texas	16	960300	2	6	29.8746467	-97.6696599	25181.95212	622.9066903
1271876	480559603002045	BLOCK 2045	Caldwell County	Texas	0	960300	2	0	29.8755264	-97.6691436	7114.570536	420.0781306
1271877	480559603002046	BLOCK 2046	Caldwell County	Texas	15	960300	2	6	29.875521	-97.6720386	14520.14601	482.062063
1271878	480559603002047	BLOCK 2047	Caldwell County	Texas	13	960300	2	6	29.875343	-97.6732175	17854.21022	537.3096051
1271879	480559603003000	BLOCK 3000	Caldwell County	Texas	16	960300	3	5	29.8810089	-97.6758546	17139.67001	529.0828899
1271880	480559603003001	BLOCK 3001	Caldwell County	Texas	37	960300	3	14	29.8797137	-97.6755359	32909.07271	750.042007
1271881	480559603003002	BLOCK 3002	Caldwell County	Texas	46	960300	3	22	29.8771578	-97.6749823	64287.60643	1184.466722
1271882	480559603003003	BLOCK 3003	Caldwell County	Texas	26	960300	3	8	29.8778589	-97.6763567	25030.58502	653.0729651
1271883	480559603003004	BLOCK 3004	Caldwell County	Texas	38	960300	3	14	29.8795024	-97.6767282	28549.82251	698.5989472
1271884	480559603003005	BLOCK 3005	Caldwell County	Texas	35	960300	3	17	29.8780325	-97.6783365	42507.92108	911.8175006
1271885	480559603003006	BLOCK 3006	Caldwell County	Texas	81	960300	3	33	29.8744553	-97.6776309	59363.05758	1329.422339
1271886	480559603003007	BLOCK 3007	Caldwell County	Texas	44	960300	3	21	29.8763634	-97.6768773	49910.84662	1126.995654
1271887	480559603003008	BLOCK 3008	Caldwell County	Texas	30	960300	3	14	29.8771484	-97.6779678	29126.06502	774.7448647
1271888	480559603003009	BLOCK 3009	Caldwell County	Texas	60	960300	3	21	29.8761208	-97.6802137	97360.57181	1252.21292
1271889	480559603003010	BLOCK 3010	Caldwell County	Texas	19	960300	3	4	29.8739146	-97.6823953	231957.9112	1969.514607
1271890	480559603003011	BLOCK 3011	Caldwell County	Texas	49	960300	3	27	29.8749903	-97.678471	48951.34719	1148.417194
1271891	480559603003012	BLOCK 3012	Caldwell County	Texas	214	960300	3	119	29.8725922	-97.6743627	158210.0323	2143.932567
1271892	480559603003013	BLOCK 3013	Caldwell County	Texas	40	960300	3	19	29.8745033	-97.6744941	31793.45607	843.531695
1271893	480559603003014	BLOCK 3014	Caldwell County	Texas	87	960300	3	38	29.8712822	-97.6854913	45427.3929	1108.813438
1271894	480559603003015	BLOCK 3015	Caldwell County	Texas	201	960300	3	80	29.8701102	-97.6899243	848583.8762	5706.318184
1271895	480559603003016	BLOCK 3016	Caldwell County	Texas	73	960300	3	28	29.8700784	-97.6819271	43092.08417	996.0687909
1271896	480559603003017	BLOCK 3017	Caldwell County	Texas	73	960300	3	23	29.8718972	-97.6806418	42295.69727	962.6267778
1271897	480559603003018	BLOCK 3018	Caldwell County	Texas	0	960300	3	0	29.8716437	-97.6768206	205223.6356	1881.1113
1271898	480559603003019	BLOCK 3019	Caldwell County	Texas	53	960300	3	10	29.8674749	-97.6820497	83353.04917	1198.638452
1271899	480559603003020	BLOCK 3020	Caldwell County	Texas	35	960300	3	12	29.8696548	-97.6834452	71968.5925	1072.937753
1271900	480559603003021	BLOCK 3021	Caldwell County	Texas	72	960300	3	24	29.868248	-97.6791311	78778.91232	1468.783213
1271901	480559603003022	BLOCK 3022	Caldwell County	Texas	15	960300	3	3	29.8686981	-97.6798394	10655.98883	430.1722555
1271902	480559603003023	BLOCK 3023	Caldwell County	Texas	19	960300	3	4	29.8691594	-97.6786712	8434.404497	419.4149025
1271903	480559603003024	BLOCK 3024	Caldwell County	Texas	80	960300	3	42	29.8707174	-97.6785825	42381.3664	965.2621388
1271904	480559603003025	BLOCK 3025	Caldwell County	Texas	94	960300	3	38	29.8704152	-97.6796433	41070.46723	905.1324543
1271905	480559603003026	BLOCK 3026	Caldwell County	Texas	81	960300	3	21	29.8700142	-97.680654	37373.72225	862.9711088
1271906	480559603003027	BLOCK 3027	Caldwell County	Texas	0	960300	3	0	29.8692319	-97.6761119	9534.806305	594.835949

1271907	480559603003028	BLOCK 3028	Caldwell County	Texas	26	960300	3	5	29.8608228	-97.7003816	2297905.534	7847.646296
1271921	480559604001017	BLOCK 1017	Caldwell County	Texas	0	960400	1	0	29.8890655	-97.6713803	11236.81043	488.2915604
1271922	480559604001018	BLOCK 1018	Caldwell County	Texas	72	960400	1	31	29.8911526	-97.6741946	140821.9056	1564.178648
1271931	480559604001033	BLOCK 1033	Caldwell County	Texas	14	960400	1	3	29.8926661	-97.7023122	1729594.202	6896.815513
1271934	480559604001037	BLOCK 1037	Caldwell County	Texas	402	960400	1	164	29.893588	-97.6859634	727808.9221	5898.232606
1271935	480559604001038	BLOCK 1038	Caldwell County	Texas	4	960400	1	2	29.8920411	-97.6827773	11890.34739	445.4055101
1271937	480559604001040	BLOCK 1040	Caldwell County	Texas	5	960400	1	2	29.8925859	-97.6798954	11095.52762	437.4637439
1271938	480559604001041	BLOCK 1041	Caldwell County	Texas	53	960400	1	16	29.892754	-97.6814774	40764.69438	911.0303841
1271940	480559604001043	BLOCK 1043	Caldwell County	Texas	121	960400	1	44	29.8923335	-97.6780721	131108.2451	2041.699089
1271941	480559604001044	BLOCK 1044	Caldwell County	Texas	0	960400	1	0	29.8918076	-97.677433	3218.784562	270.8155598
1271942	480559604001045	BLOCK 1045	Caldwell County	Texas	20	960400	1	11	29.8927278	-97.6770792	20252.41859	574.1150543
1271946	480559604001063	BLOCK 1063	Caldwell County	Texas	26	960400	1	9	29.8859752	-97.6688205	94967.24917	1822.239935
1271947	480559604001064	BLOCK 1064	Caldwell County	Texas	0	960400	1	0	29.884771	-97.6691661	371.9627967	95.67558122
1271948	480559604001065	BLOCK 1065	Caldwell County	Texas	9	960400	1	1	29.8878153	-97.671489	33735.75877	823.5286649
1271951	480559604001068	BLOCK 1068	Caldwell County	Texas	7	960400	1	1	29.8906614	-97.671863	54242.11475	978.8297573
1271955	480559604002000	BLOCK 2000	Caldwell County	Texas	13	960400	2	4	29.8882574	-97.6735725	118416.91	1609.823986
1271956	480559604002001	BLOCK 2001	Caldwell County	Texas	16	960400	2	7	29.890099	-97.6777353	47507.18058	1010.426489
1271957	480559604002002	BLOCK 2002	Caldwell County	Texas	31	960400	2	10	29.8881767	-97.6762441	22720.14801	599.5388095
1271958	480559604002003	BLOCK 2003	Caldwell County	Texas	6	960400	2	4	29.8892037	-97.6760141	14445.95871	509.3368347
1271959	480559604002004	BLOCK 2004	Caldwell County	Texas	31	960400	2	5	29.8891153	-97.6768703	10770.59668	424.7169932
1271960	480559604002005	BLOCK 2005	Caldwell County	Texas	33	960400	2	10	29.8889401	-97.6779565	20741.92545	580.464857
1271961	480559604002006	BLOCK 2006	Caldwell County	Texas	18	960400	2	7	29.8873745	-97.6770232	65849.10097	1219.651836
1271962	480559604002007	BLOCK 2007	Caldwell County	Texas	21	960400	2	7	29.8873083	-97.6745853	35026.78038	812.7329813
1271963	480559604002008	BLOCK 2008	Caldwell County	Texas	70	960400	2	35	29.885106	-97.6778985	58387.17427	1009.813166
1271964	480559604002009	BLOCK 2009	Caldwell County	Texas	48	960400	2	26	29.8863038	-97.6761291	25621.30736	723.1015262
1271965	480559604002010	BLOCK 2010	Caldwell County	Texas	34	960400	2	17	29.8850574	-97.6758547	60826.62171	991.3848948
1271966	480559604002011	BLOCK 2011	Caldwell County	Texas	0	960400	2	0	29.8857918	-97.6742418	13320.04807	462.3831047
1271967	480559604002012	BLOCK 2012	Caldwell County	Texas	17	960400	2	3	29.885952	-97.673188	12965.45927	455.5686686
1271968	480559604002013	BLOCK 2013	Caldwell County	Texas	14	960400	2	1	29.8860939	-97.6721771	13167.34984	460.8280003
1271969	480559604002014	BLOCK 2014	Caldwell County	Texas	0	960400	2	0	29.8862292	-97.6712011	13554.4332	464.7163274
1271970	480559604002015	BLOCK 2015	Caldwell County	Texas	0	960400	2	0	29.8863539	-97.6702181	13617.77024	468.4782293
1271971	480559604002016	BLOCK 2016	Caldwell County	Texas	11	960400	2	1	29.8854955	-97.6700209	11360.13873	427.1259943
1271972	480559604002017	BLOCK 2017	Caldwell County	Texas	0	960400	2	0	29.8853534	-97.6710051	11828.3291	435.2286229
1271973	480559604002018	BLOCK 2018	Caldwell County	Texas	20	960400	2	3	29.8852146	-97.6720053	12477.75062	447.1428931
1271974	480559604002019	BLOCK 2019	Caldwell County	Texas	20	960400	2	2	29.8850767	-97.67301	13338.41753	462.0056614
1271975	480559604002020	BLOCK 2020	Caldwell County	Texas	0	960400	2	0	29.8849156	-97.6740573	14583.56605	483.108906

1271976	480559604002021	BLOCK 2021	Caldwell County	Texas	145	960400	2	80	29.8841555	-97.6799152	50695.61639	947.9179069
1271977	480559604002022	BLOCK 2022	Caldwell County	Texas	30	960400	2	15	29.8853869	-97.680186	48127.57147	926.8942802
1271978	480559604003000	BLOCK 3000	Caldwell County	Texas	147	960400	3	68	29.889617	-97.6841118	398523.6422	3515.423253
1271979	480559604003001	BLOCK 3001	Caldwell County	Texas	61	960400	3	20	29.8878282	-97.6813574	39005.45758	830.293069
1271980	480559604003002	BLOCK 3002	Caldwell County	Texas	67	960400	3	22	29.8889846	-97.6868368	29984.01415	772.7340739
1271981	480559604003003	BLOCK 3003	Caldwell County	Texas	53	960400	3	18	29.887868	-97.6792932	78586.96873	1228.302318
1271982	480559604003004	BLOCK 3004	Caldwell County	Texas	120	960400	3	58	29.8864343	-97.6821044	90964.80318	1389.041807
1271983	480559604003005	BLOCK 3005	Caldwell County	Texas	175	960400	3	88	29.8866414	-97.687376	309998.6972	2528.919167
1271984	480559604003006	BLOCK 3006	Caldwell County	Texas	63	960400	3	25	29.8881381	-97.6915153	35018.10952	867.8562346
1271985	480559604003007	BLOCK 3007	Caldwell County	Texas	880	960400	3	389	29.88632	-97.7007991	1919941.281	8743.772216
1271986	480559604003008	BLOCK 3008	Caldwell County	Texas	128	960400	3	51	29.8844514	-97.6978538	43595.48736	851.4132379
1271987	480559604003009	BLOCK 3009	Caldwell County	Texas	85	960400	3	24	29.8854763	-97.6985363	28422.2032	718.327922
1271989	480559604003011	BLOCK 3011	Caldwell County	Texas	28	960400	3	13	29.8839049	-97.6881708	26916.15313	700.2261389
1271990	480559604003012	BLOCK 3012	Caldwell County	Texas	143	960400	3	28	29.883825	-97.6857811	67326.64125	1296.124326
1271991	480559604003013	BLOCK 3013	Caldwell County	Texas	24	960400	3	14	29.8848138	-97.6837876	26209.14861	645.0609061
1271992	480559604003014	BLOCK 3014	Caldwell County	Texas	21	960400	3	13	29.8850555	-97.6822824	25823.10065	643.1415373
1271993	480559604003015	BLOCK 3015	Caldwell County	Texas	36	960400	3	19	29.8837061	-97.6827773	57226.06009	1006.961439
1271994	480559604003016	BLOCK 3016	Caldwell County	Texas	33	960400	3	11	29.884483	-97.6901592	20223.42992	587.0827546
1271995	480559604003017	BLOCK 3017	Caldwell County	Texas	36	960400	3	13	29.8852218	-97.6905315	26070.15665	700.8757139
1272002	480559604003024	BLOCK 3024	Caldwell County	Texas	18	960400	3	8	29.8835802	-97.6897408	20376.92322	572.8360183
TOTAL					9599			3871				



Recordkeeping

The City of Lockhart will track all hours worked on the project based on the three categories of workers. This will require collection of certain income information.





For More Information

TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)
[\(texasagriculture.gov\)](#)

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider entering into an Interlocal Agreement (ILA) with the Lower Colorado River Authority (LCRA) to become a participating member of a new emergency communication voice radio system and co-located dispatch center being built for Caldwell County.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins, Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart and Caldwell County are currently on the Greater Austin-Travis Regional Radio System (GATRRS). The GATRRS system is operated by the City of Austin and provides voice communications for public safety and other public service organizations in the central Texas region.

Due to GATRRS system reliability, radio coverage, and system maintenance, Caldwell County has contracted with LCRA to create a new voice radio communication system in Caldwell County for public safety using two existing towers, one new tower and all new infrastructure. Current end user portable and mobile radios will be reprogrammed for use on the new system.

All voice radio communication systems involve the use of a combination of radio towers, FCC licensed radio frequencies, software, specialized radio equipment, portable and mobile radios, maintenance, programming, monitoring, and support.

The current Federal Communications Commission (FCC) licensed radio frequencies issued to the City of Lockhart will be deployed on the new system if approved. An authorization letter is included in this item to allow the City Manager to legally sign for the City of Lockhart on any FCC Form 601 application to the federal government for 700/800 radio frequencies.

A co-located 911 emergency dispatch center at the Caldwell County Justice Center is also in the development phase for use with the new LCRA system. The completion of the new tower, infrastructure, 911 dispatch center, programming and training is estimated for summer 2024.

City staff is in communication with the City of Austin, Texas Department of Public Safety (TxDPS), and Texas Department of Transportation (TxDOT) to discuss the possible transition from GATRRS to the LCRA system if approved.

PROJECT SCHEDULE (if applicable): The estimated completion of the new LCRA voice communication radio system and 911 dispatch center is the summer of 2024.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The basic user cost of the proposed LCRA emergency communication voice radio system is a monthly per radio used on the sytem fee as outlined in attachment A to the LCRA ILA.

PREVIOUS COUNCIL ACTION: A presentation on the proposed new emergency communication voice radio system being built for Caldwell County was presented to City Council by LCRA on October 17, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends for the City of Lockhart to become a participating member of a new emergency communication voice radio system and co-located dispatch center being built for Caldwell County by LCRA.

LIST OF SUPPORTING DOCUMENTS: Interlocal Radio Services and Equipment Agreement Final 2024-1-16, FCC Authorization Letter 1-16-2024

**INTERLOCAL COOPERATION AGREEMENT
FOR RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF LOCKHART, TEXAS
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and the City of Lockhart, Texas ("**USER**"), a local government of the State of Texas, to be effective for all purposes as of January 16, 2024 (the "**Effective Date**"). (LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement, transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment, as more specifically set

out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Radio Services (as defined below) on LCRA's Trunked Radio System on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1 ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for LCRA to provide Services (as defined below) and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of Services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of Services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments ("**Radio Services**"), in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to Radio Services provided hereunder may require modification of system parameters, which will be subject to Additional Service (as defined below) charges as set forth in a separate quote, proposal, or estimate. Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS FOR RADIO SERVICES

2.1 RADIO SERVICES. USER may select from the menu of Radio Services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the Radio Services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All Radio Service fees to be paid to LCRA by User are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System.

2.3 ADDITIONAL SERVICES. In addition to the Radio Services described above, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement ("**Additional Services**") (Additional Services together with Radio Services, are referred to herein as the "**Service**" or "**Services**"). These Additional Services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. The cost of equipment User has agreed to purchase shall be set forth in the respective quote, proposal or estimate sent by LCRA to USER

3. SERVICE RATES, CHARGES AND TERMS

3.1 Radio Service

3.1.1 LCRA shall provide the Radio Services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) at the rates and charges shown therein. The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) shall include: (i) USER's monthly Radio Service fee for use of the Trunked Radio System, and (ii) rates and charges for optional features. USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.

3.1.2 It is agreed that LCRA may at any time modify the fees and rates included in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the modified amount at least sixty (60) days in advance of the date on which the modified fees are to become effective. However, during the Initial Term (as defined below), fees and costs for Radio Service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.2 Additional Services

3.2.1 The charges, costs and fees for Additional Services shall be set out on separate quotes, proposals or estimates to be sent by LCRA to USER.

3.3 Invoicing. The monthly Radio Service fee associated with USER's access to the Trunked Radio System shall be invoiced at the end of each monthly billing cycle (the "**Monthly Radio Service Invoice**"). LCRA may also include on a Monthly Radio Service Invoice any fees, charges or costs for Additional Services provided by LCRA to USER. However, Additional Services may be invoiced separately from the Monthly Radio Service Invoice. Payment for any invoice sent by LCRA to USER under this Agreement (whether that is a Monthly Radio Service Invoice, a separate invoice for Additional Services, an invoice containing both, or other) shall be due within thirty (30) days of receipt of such invoice by USER. Late payments shall be subject to interest or reasonable service charges. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act. Any disputes related to invoiced amounts must be submitted by the USER to LCRA in writing within 30 days of receipt of the disputed invoice. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with such reasonable charges and costs to be determined at such time and to be set forth in a separate quote, proposal or estimate. At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide Radio Services to other participants on the Trunked Radio System. The provision of Radio Services to other

participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional Radio Services to some or all participants. USER acknowledges that LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment or similar agreements to provide Radio Services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the “**Initial Term**”), unless automatically extended as provided below. This Agreement shall automatically extend beyond the Initial Term under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.1.2 for Radio Service.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for Services provided by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with

one day of Radio Service for any Radio Service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a Radio Service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by LCRA or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate Radio Service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) radio signal coverage at all times for the areas covered by the Radio Services being provided under this Agreement is both improbable and impracticable. Testing and experience with actual field conditions indicate adverse radio wave propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt Radio Services at any time. USER agrees that such events are beyond the reasonable control of LCRA, and agrees that other causes beyond the reasonable control of LCRA include, but are not limited to, motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time, though LCRA is under no obligation hereunder to provide such communication performance.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of radio signal coverage and that the inability of LCRA to provide such radio signal coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's Service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either Service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any Service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell Radio Service,

interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or Service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or Service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

13.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA shall not be responsible or liable for any delay or failure in its performance under this Agreement to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; a slow down or labor disruptions at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak. In the

event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for Radio Service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the Service may occur; and (c) any potential harm from interruptions or irregularities in the Service is speculative in nature. LCRA cannot offer the Service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA's sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the Service or transmission of Service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for Radio Service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or Service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 USER acknowledges that the Radio Service provided hereunder uses radio channels to transmit voice and data communications and that the Radio Service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.3 USER HEREBY AGREES TO INDEMNIFY AND SAVE LCRA HARMLESS AGAINST CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OR COPYRIGHT FROM THE MATERIAL, IN ANY FORM, TRANSMITTED OVER THE RADIO SYSTEM BY USER OR THOSE USING USER'S EQUIPMENT; AGAINST CLAIMS FOR INFRINGEMENT OF PATENTS ARISING FROM COMBINING OR USING APPARATUS OR SYSTEMS OF USER WITH THE FACILITIES OF LCRA OR ANY CARRIER; AND AGAINST ALL OTHER CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF USER IN CONNECTION WITH THE FACILITIES OR SERVICE PROVIDED BY LCRA.

14.4 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of Radio Service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

14.5 The liability of LCRA in connection with Services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such Services.

14.6 USER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL AND ATTORNEY FEES, OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH TO USER (INCLUDING USER'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS) OR OTHERS IN THE USE OR OPERATION OF ANY EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA OR USED IN CONJUNCTION WITH SUCH EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA AND ARISING OUT OF THE MANUFACTURE, PURCHASE, OPERATION, CONDITIONS, MAINTENANCE, INSTALLATION, RETURN OR USE OF THE EQUIPMENT OR SERVICE OR ARISING BY OPERATION OF LAW, WHETHER THE CLAIM IS BASED IN WHOLE OR IN PART ON NEGLIGENT ACTS OR OMISSIONS OF LCRA, ITS AGENTS OR EMPLOYEES. THIS PROVISION SHALL NOT APPLY TO DAMAGES TO FACILITIES OF USER AS PROVIDED IN PARAGRAPH 12.2.

14.7 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to Services contemplated by this Agreement, neither USER nor LCRA shall make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United

States Internal Revenue Code (the “**Code**”). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY; GOVERNING LAW

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. NO ORAL AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for Service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the Services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and Services.

21. Confidentiality

21.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained from the other Party that is identified as confidential information (“**Confidential Information**”). Confidential Information

shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of this Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

Notwithstanding anything to the contrary herein, if a separate non-disclosure agreement or confidentiality agreement ("**NDA**"), between the Parties exists and applies to confidential information related to or arising from this Agreement the provisions of such NDA shall govern with respect to the confidentiality obligations of the Parties.

22. INTERLOCAL CERTIFICATION

22.1 The Parties certify that (1) the Services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the Services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

23. CRITICAL INFRASTRUCTURE RESTRICTIONS

23.1 "**Critical Infrastructure**" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

"**Designated Country**" means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

"**Restricted Entity**" means an entity:

Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;
- A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or
- Headquartered in a Designated Country.

Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, User represents and warrants that it is not a Restricted Entity.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER

City of Lockhart, Texas

By: _____

Name: _____

Title: _____



ATTACHMENT A

Radio System Pricing Schedule

PARTICIPANT INFORMATION

AGENCY NAME (PLEASE PRINT)

City of Lockhart, Texas

AGENCY ADDRESS

308 W. San Antonio St.

CITY	STATE	ZIP	PHONE	
Lockhart	TX		512-398-3461	
CONTACT NAME			PHONE	
Randy Jenkins			512-398-2321	
BILLING ADDRESS, IF DIFFERENT FROM ABOVE			EMAIL ADDRESS FOR INVOICING	
Above			rjenkins@lockhart-tx.org	
CITY	STATE	ZIP	TAX EXEMPT? (Y/N)	FEDERAL TAX ID
			Y	

PURCHASE ORDER

EFFECTIVE DATE

1/16/2024

**LCRA Radio System
Pricing Schedule**

**Cost per Unit
Per Month**

**Customer
Elections**

Mobiles	\$20.00	X
Portables	\$20.00	X
Desktop Control Station	\$20.00	X
Symphony Console	\$100.00	X
Conventional Interface	\$50.00	X
BeOn Monthly Service	\$10.00	
BeOn Activation (One-time per device)	\$300.00	
Data Modem	\$10.00	

OPTIONS

I-CALL	\$5.00
DATA - Status Messaging	\$10.00
DATA - AVL	\$10.00

Please Note:

LCRA reserves the right to review monthly usage and new equipment purchases and adjust service fees accordingly. Only the features and capabilities selected by customer under Customer Elections shall be enabled. Specifics of services provided hereunder (including quantities) is subject to modification based on customer needs.

For Notification Purposes as per section 15.1 of the agreement, LCRA's address is:

Telecom Business Development Manager, Mailstop T099
3505 Montopolis Drive
Austin, TX 78744

Attachment B
Lower Colorado River Authority

CHANGE OF RADIO STATUS

As set forth in Section 3.1.1 of the Agreement, this form shall be used when USER needs to notify LCRA of a change in the number of radios or equipment on which it is receiving Radio Service. Section 3.1.1 of the Agreement states that “USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.”

User shall complete and return this form to their LCRA customer service representative within thirty (30) calendar days of any change in the number of radios or equipment on which it is receiving Radio Services. Failure to timely notify LCRA of any changes in the number of radios or equipment on which it is receiving Radio Service may negatively impact a reimbursement or refund request or could result in denial of reimbursement or refund request.

Customer Name: _____

Radio UID (*please complete another form if more space is needed for multiple UIDs*):

Status Change Cause Description: (*stolen, lost, end of life, etc.*) _____

Date of Status Change: _____

Name of Person Requesting Status Change: _____

Telephone Number: _____

Email: _____

Date of Form Submittal: _____

January 16, 2024

Mike Simpson
Secretary; Region 49 Regional Planning Committee
Wireless Communication Services
City of Austin
1006 Smith Road
Austin, TX 78721

**RE: PERSON AUTHORIZED TO LEGALLY SIGN FOR CITY OF LOCKHART ON FEDERAL
COMMUNICATIONS COMMISSION FORM 601 APPLICATIONS TO THE FEDERAL GOVERNMENT**

Dear Mr. Simpson:

The Lockhart City Council has authorized the following person to legally sign for Lockhart on FCC Form 601 applications to the federal government for 700/800 MHz radio frequencies:

Steven Lewis
City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644
512-398-3461
slewis@lockhart-tx.org

Sincerely,

Lew White
Mayor; City of Lockhart

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding request by Ronda Reagan of 7G Texan, LLC, for a determination of eligibility for a Tax Abatement (TA-23-02) pursuant to Chapter 28 "Historic Districts and Landmarks" Division 2 "Tax Abatement", of the Lockhart Code of Ordinances, for various interior improvements to a building in the Historic District, located at 112 North Main Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - Kevin Waller

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: Division 2 of the Historic Districts and Landmarks Ordinance provides for tax abatements to mitigate the cost of eligible improvements to structures that are within a historic district or that are a City-designated historic landmark. The owner of a commercial building within the Historic District, located at 112 North Main Street, has applied for a tax abatement for interior improvements to the building, including reorganizing interior walls, expanding the bathrooms to be ADA-compliant, connecting the subject property to the adjacent building under the same ownership by re-opening a boarded archway and installing a door, and installing a 208 square-foot stage and accompanying lighting. The changes will include the necessary plumbing and electrical upgrades to support the new facilities. A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration must be considered by the Commission along with the Tax Abatement application. A Certificate for Alteration was approved by the Commission for the project on January 3, 2024. The Tax Abatement application was recommended for approval at the same meeting of the Commission on January 3, 2024.

PROJECT SCHEDULE (if applicable): According to the applicant, the project improvements will commence in January 2024, and are estimated to conclude in April 2024.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): The tax abatement applies only to City property taxes, and it cannot exceed the owner's total out-of-pocket cost of the improvements. The most recent estimate of the total cost is **\$50,800.00**. For the first five years of the abatement period, 100 percent of the City taxes are waived. After a reappraisal, 50 percent of the taxes can be

City of Lockhart, Texas

Council Agenda Item Cover Sheet

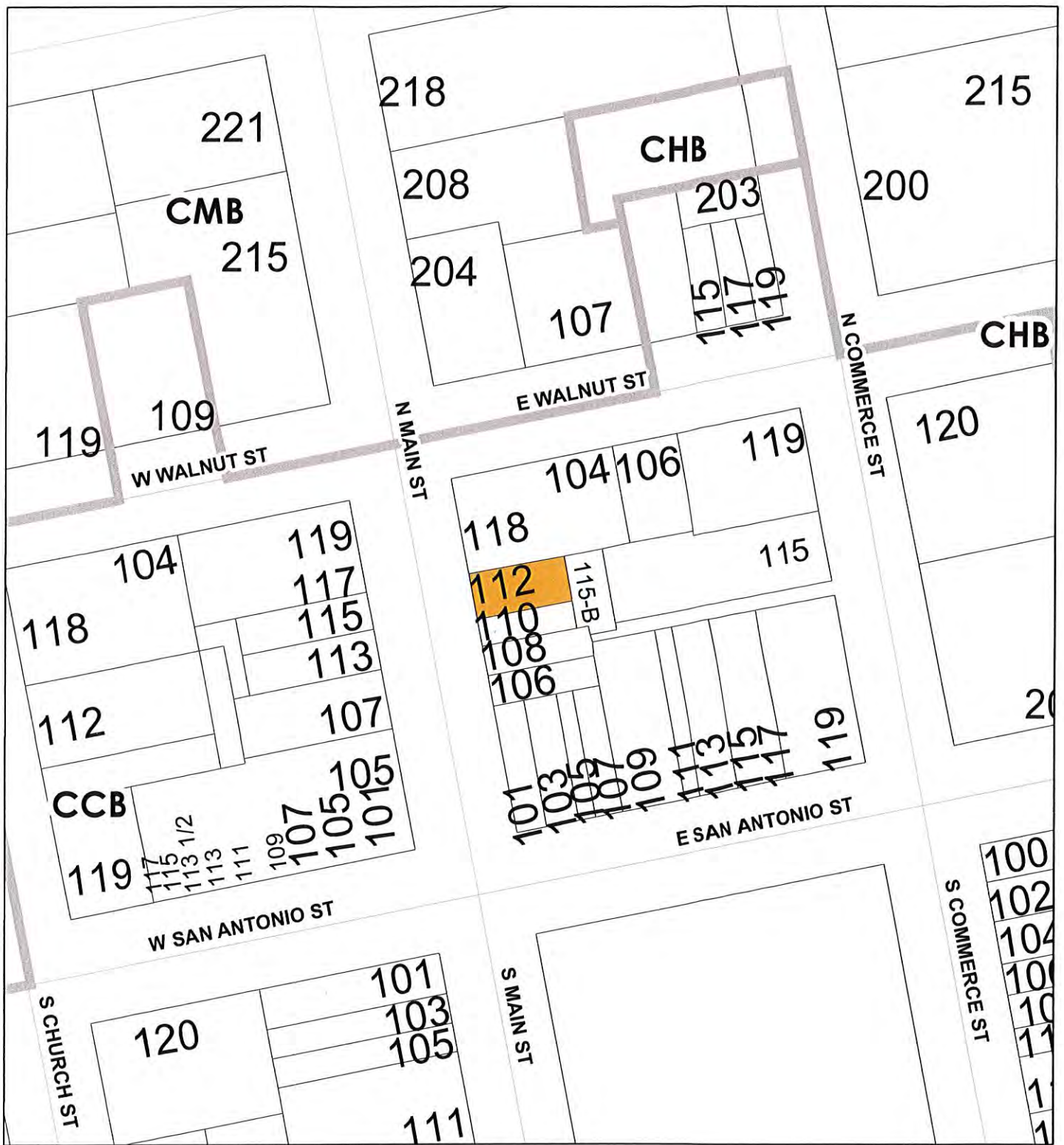
waived each year for an additional consecutive five-year period. The City property taxes for the subject property in 2023 were \$1,126.29 (no estimate is available for 2024 at this time); even if the maximum allowed amount is waived each year over the ten-year period, the total abatement will not exceed the owner's out-of-pocket expenses.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: The Historical Preservation Commission voted 5-0 at its January 3, 2024 meeting to recommend that the City Council determine that the proposed improvements are ELIGIBLE for a tax abatement.

STAFF RECOMMENDATION/REQUESTED MOTION: The Historical Preservation Officer has determined that the submitted tax abatement application meets the guidelines set forth in Section 28-22 "Application for Tax Abatement", and recommends that the proposed improvements at 112 North Main Street be determined ELIGIBLE for a tax abatement, as provided in Chapter 28, Division 2, of the Lockhart Code of Ordinances.

LIST OF SUPPORTING DOCUMENTS: Map, Staff Report, Application Materials (City Council), Chapter 28, Division 2- Tax Abatement (City Council), Tax Abatement Handout 4-28-2020, Tax Abatement Agreement (112 N. Main St.)



TA-23-02

112 N MAIN ST

VARIOUS INTERIOR IMPROVEMENTS



Subject Property



Zoning Boundary

scale 1" = 100'

CASE SUMMARY

STAFF: Kevin Waller, Historical Preservation Officer/Senior Planner *KW* CASE NUMBER: TA-23-02
REPORT DATE: December 14, 2023 [*Updated January 10, 2024*]
HISTORICAL PRESERVATION COMMISSION DATE: December 20, 2023
CITY COUNCIL DATE: January 16, 2024
APPLICANT'S REQUEST: Various interior improvements (see Project Description below)
STAFF RECOMMENDATION: **Approval**
SUGGESTED CONDITIONS: None
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: **Approval**

BACKGROUND DATA

APPLICANT: Ronda Reagan
OWNER: 7G Texan LLC, c/o Ronda Reagan
SITE LOCATION: 112 North Main Street
LEGAL DESCRIPTION: Part of Lot 6, Block 23, Original Town of Lockhart
EXISTING USE OF PROPERTY: Commercial
PROPOSED USE OF PROPERTY: Same as above
ZONING CLASSIFICATION: CCB (Commercial Central Business)

ANALYSIS OF ISSUES

PROJECT DESCRIPTION: The applicant proposes various interior improvements to an existing commercial building in the Historic District, and has requested a Tax Abatement for municipal taxes with the attached application. The improvements were initially approved by the Historical Preservation Commission through a Certificate for Alteration on January 3, 2024 (CFA-23-37). All enhancements qualifying for a tax abatement, whether interior or exterior and including ordinary maintenance, require a review and Certificate for Alteration by the Commission (Historic Districts and Landmarks Ordinance Section 28-21(b)). The proposed improvements include reorganizing interior walls, expanding the bathrooms to be ADA-compliant, connecting the subject property to the adjacent building under the same ownership by re-opening a boarded archway and installing a door, and installing a 208 square-foot stage and accompanying lighting. The changes will include the necessary plumbing and electrical upgrades to support the new facilities. A Specific Use Permit was approved by the Planning and Zoning Commission on March 23, 2022, for a Bar and Special Events Center on both the subject property and the applicant's adjacent property to the south at 110 North Main Street. The subject property, once the improvements are complete, will primarily feature special events, with a portable bar operated by The Pearl establishment to occasionally be brought to the property for certain events. Detailed information and drawings are enclosed with your agenda packet materials. A Tax Abatement application must first be considered by the Historical Preservation Commission for a recommendation to the City Council, which will in turn make a determination of eligibility for the tax abatement. In addition, a Certificate for Alteration application must be considered by the Commission along with the Tax Abatement application. A Certificate for Alteration was approved by the Commission for the project as noted above, and the Tax Abatement application was recommended for approval at the Commission's January 3, 2024 meeting.

COMPATIBILITY: The proposed improvements are limited to the building's interior and do not impact the exterior. Additionally, some original building materials and the existing interior ghost sign will be creatively reused and preserved. No compatibility issues or changes to the character of the downtown Historic District are expected from the overall project.

COMPLIANCE WITH STANDARDS: A Certificate for Alteration has been approved by the Commission for the proposed improvements, as discussed above, and the Commission has also recommended approval of the tax abatement. Staff has determined that the submitted tax abatement application meets the guidelines set forth in Section 28-22. A complete copy of the application packet, a copy of Chapter 28, Division 2 (Tax Abatement), and a summary of the tax abatement review procedure are included with your agenda packet materials.

ALTERNATIVES: None necessary.

Affidavit of Historical Significance of the Structure:

112 N. Main was constructed on a vacant lot in 1896. Financed by developer A.L. Brock, contracted Gus Birkner to build the actual structure. A copy of a very early photograph is attached prior to awnings/canopies being installed. The street is dirt and the porch is wood. Brock is shown in a suit walking in front of the three buildings shown which he had built. Birkner attached the new building to an existing exterior wall on the south side of Fields Stable. This rock wall still displays a "ghost sign" advertising Fields Stable. It is fairly well preserved as it has been protected from the elements since 1896, by now being an interior wall. This will be highlighted with lighting above. No alterations will be made to it. The writing reads:

FIELDS STABLES

WAGONS SALE YARD

HORSES & BUGGLES BOUGHT & SOLD

Otto Seeliger purchased the building and 110 N. Main for his farm implements, carriage showroom, gunsmith, blacksmith and wood...store (see attached photograph). The building at 112 is connected to 110 by an original arch that has been temporarily boarded closed. Seeliger's grandson Emil built Lockhart's first car-- "Seeliger's Special" behind the store in 1902, finishing it in 1904. He drove it downtown, scaring the women, some of whom fainted, and spooked the horses and mules leading carriages and wagons.

The building is in the Caldwell County/Lockhart Downtown National Historic District which was created in 1993, by City Ordinance (see Historic District map). The original nomination of buildings to the

National Register of Historic Places was completed in 1977, by Donaly Brice and Phillip Von Coyle.

The purpose of the Code of Ordinances Historic Districts & Landmark Regulations and Districts Sec 28-1. is to "Encourage and/or assist the property owners to rehabilitate, enhance, improve, maintain, protect and preserve landmarks and districts, which represent distinctive elements of Lockhart's architectural, cultural, social, economic, ethnic, and political heritage...."

This property has been vacant for almost two years. It is in need of tax relief.

PLAN & DESCRIPTION OF IMPROVEMENTS, ENHANCEMENT, REHABILITATION, And/or PRESERVATION WORK FOR TAX ABATEMENT AND SITE PLAN (PLANS) Showing Existing Improvements:

The first page of the plans attached show the current layout and interior features. There is existing mechanical including central air and heat, plumbing and electrical and lighting. It is believed the existing HVAC is enough to service the building. There are four existing ceiling fans and eight existing lights from the ceiling in the main area that will stay. All controls for these will be moved to the mechanical room and away from the public. New light switches will be added to the two bathrooms, the mechanical room (formerly my private real estate office) and the Green Room (formerly my real estate conference room). The doorway between these two rooms will be closed up as part of the existing wall as shown on the second page of the plans as New Floor Plan.

A wall is being added in the front. It is 10-feet tall and six feet from the front exterior wall. A 17'4" x 12' x 2' stage will be added. The existing bathroom fixtures (sink and toilet) stay in place. Just the wall will be moved to make the bathroom 5'8" wide (ADA). A new women's bathroom will be constructed with 2 stalls (one ADA). It is important to point out that a plumbing chase wall will be built on the north wall taking in the tension cable.

The existing back and front doors remains the same as do the front and back emergency exit signs.

The arch between 112 and 110 will be opened back up and custom made glass doors will be installed between the two buildings.

Some electrical work will be moved from the floor area, moving most of it up very high, near the ceiling. The "ghost sign" will be lit from above to feature it. The concrete floors and the ceilings will remain the same. Any of the 2x12" original floor joists now being used as walls, will be salvaged and added to the completion of the back wall behind the stage.

BUDGET:

Construction Contractor: Solis Construction	Estimated	\$ 45,000
Electrical by Angel Ramirez Electric	Estimated	\$ 4,500
Permits & Fees:		
Asbestos Estimated		\$ 800
City Permits Estimated		\$ 500
ESTIMATED VALUE at COMPLETION:		\$ 210,600

CONSTRUCTION TIME LINE: Start in January 2024; completion by *April 2024 (est.)*

CURRENT & PROPOSED USE OF 112 N. MAIN ST:

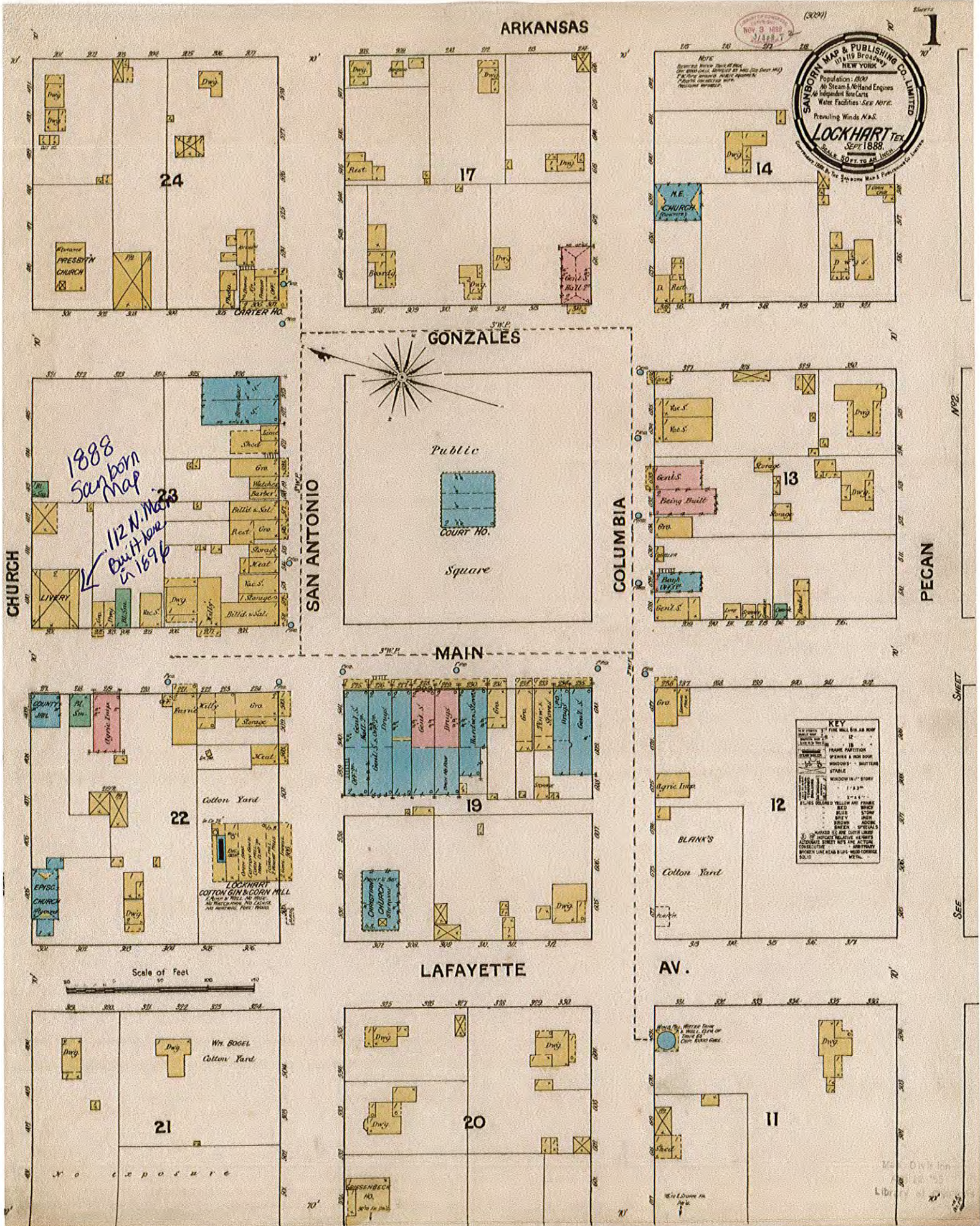
The building has been vacant since April 2022. I purchased it in 2014. I leased it as an antique shop and maintained about 300 square feet inside at the back right as my real estate office. I now home office about 97% of the time.

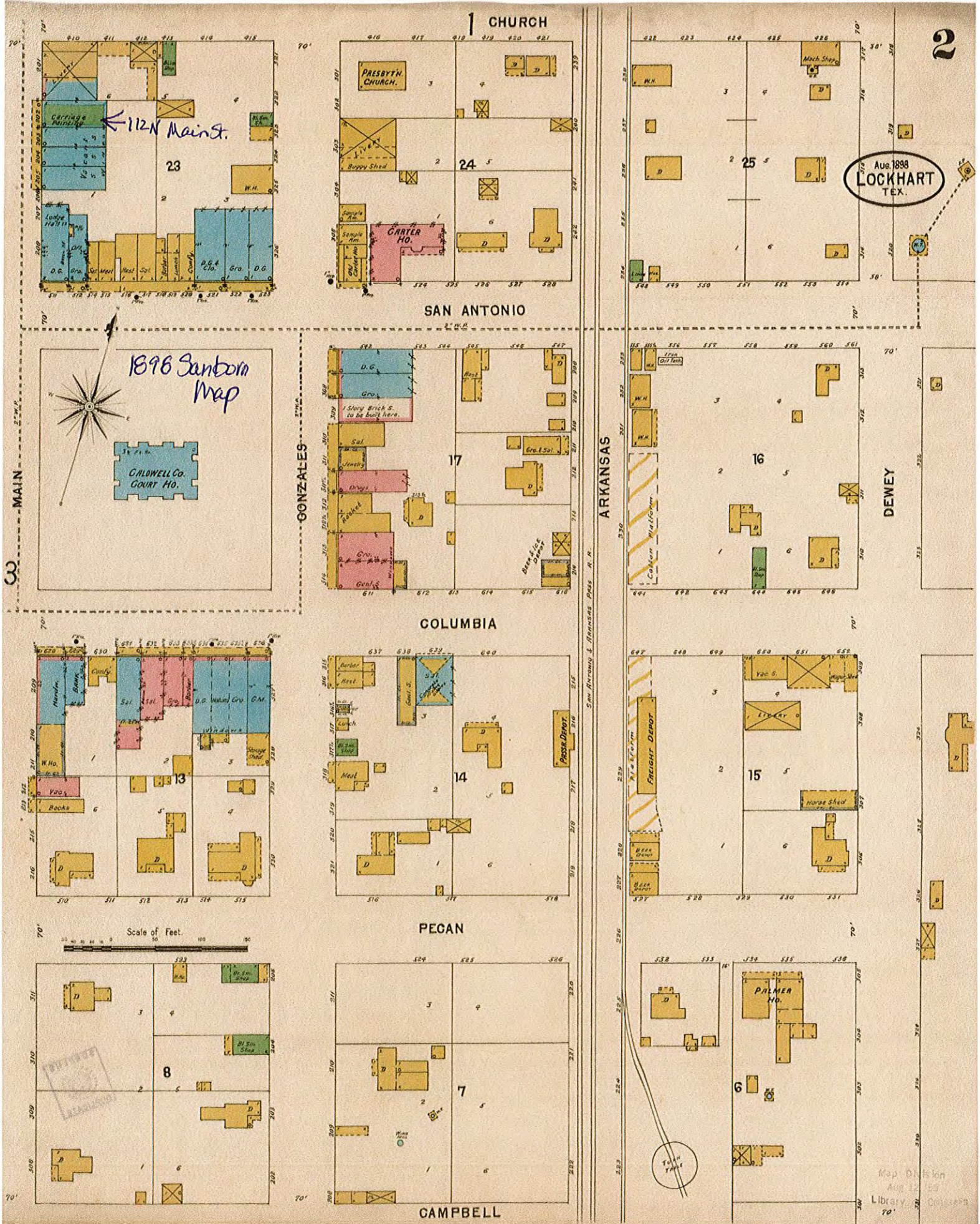
In March 2022, I applied for a Specific Use Permit (SUP-22-05) to all a Bar and a Special Events Facility at 110-112 N. Main Street and it was granted (copy herein).

The proposed idea is to use the facility at 112 N. Main with several scenarios:

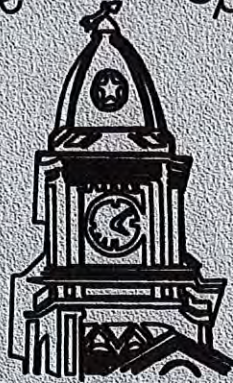
1. A rental venue for such things as Chisholm Trail Class Reunions, small weddings, private parties, educational presentations (classes), etc. Note: the doors between 112 and 110 will be closed and locked. Alcohol will be provided by The PEARL with portable bar set up.
2. The PEARL will host live music events on Saturdays. Once per quarter, we will host a top name band and charge a cover for attendance. Both 110 and 112 will be open and guests will be able to move back and forth between the buildings. This may be a standing room only event.
3. The PEARL will host Listening Room Musicians once a quarter. These events will be row seating with folding chairs lined up. There will be a portable bar brought in by The PEARL using our TABC license.
4. The PEARL will host a dance band once a month on Saturday. No cover or a very low priced one, like \$5 per person. The seating will be along the North wall, Front wall, and standing on the South wall at a drink ledge. The doors will be open between both buildings.

NOTE: This building will only be open Saturday's and possibly a Sunday now and then. The Green Room will also serve as my real estate brokerage office by appointment only. I will have a table and 4 chairs and one file cabinet in that room.





Time Well Spent



Lockhart, Texas

Seeliger Buildings

110-112 N. Main

1896.

This building was built by Gus Birkner for A. L. Brock. The building was purchased by O. Seeliger for his carriage showroom.

On the north interior wall of the 112 building, the ghost sign "Field Stables" can still be seen.

A. F. Field owned a livery stable at this site from 1887-1907. The company functioned as a taxi service for the people of the town. It also provided horse-drawn street cars, which ran from the courthouse square to the railroad depot.

Time Well Spent



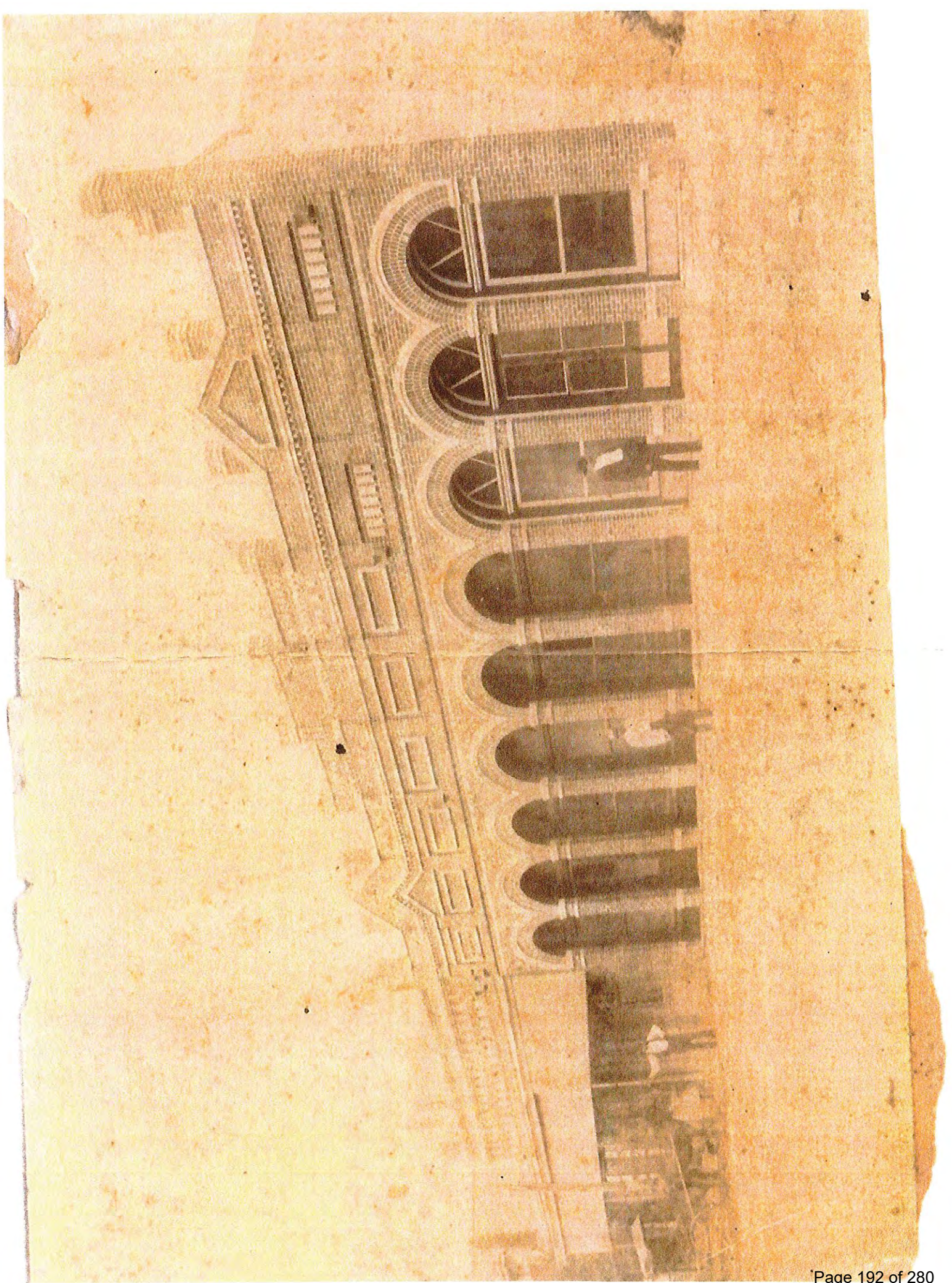
Lockhart, Texas

Seeliger Buildings

106-108 N. Main

1896

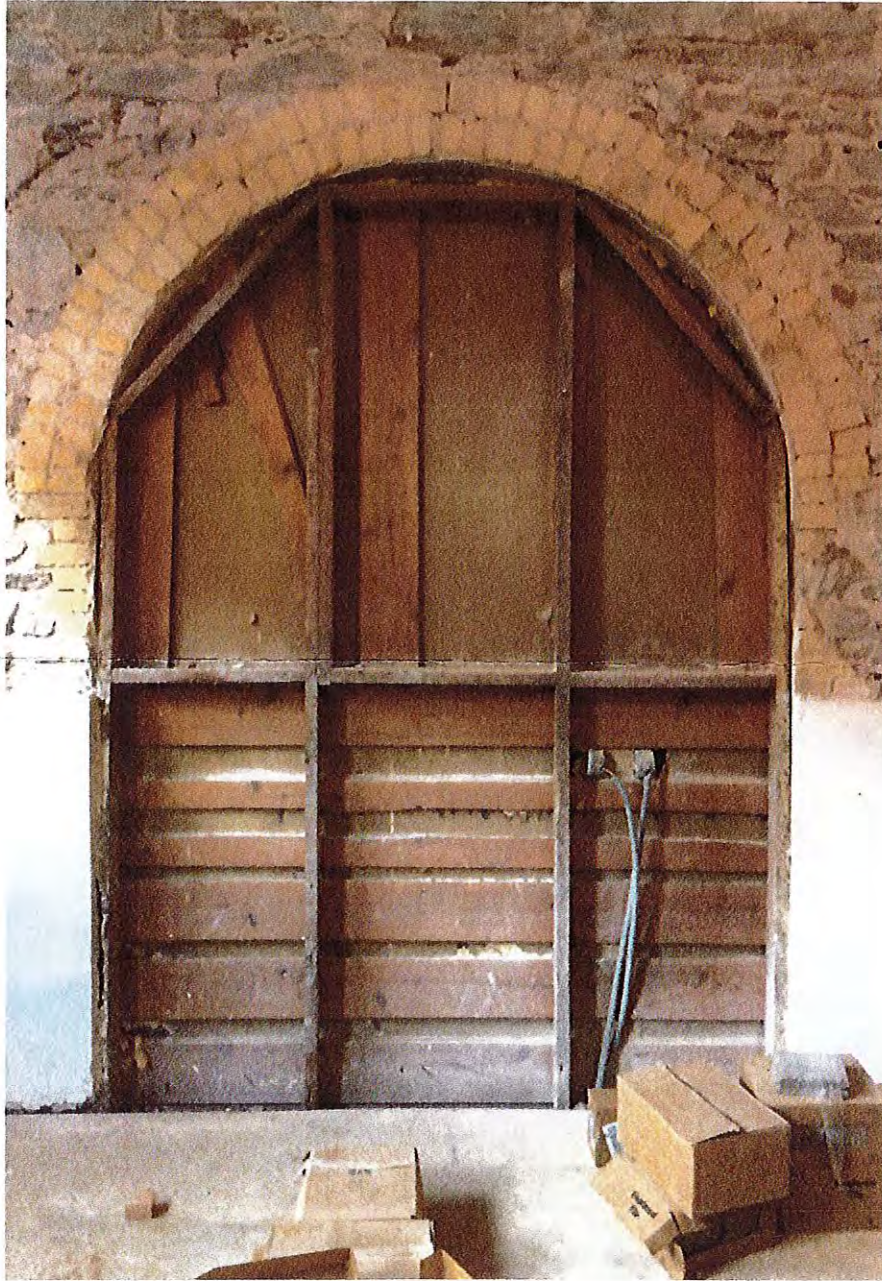
These buildings were built by Gus Birkner for A. L. Brock. The building was bought by O. Seeliger for a farm implements store and blacksmith shop. In back of these buildings is where blacksmith Emil Seeliger handbuilt the "Seeliger Special", the first automobile in Lockhart.

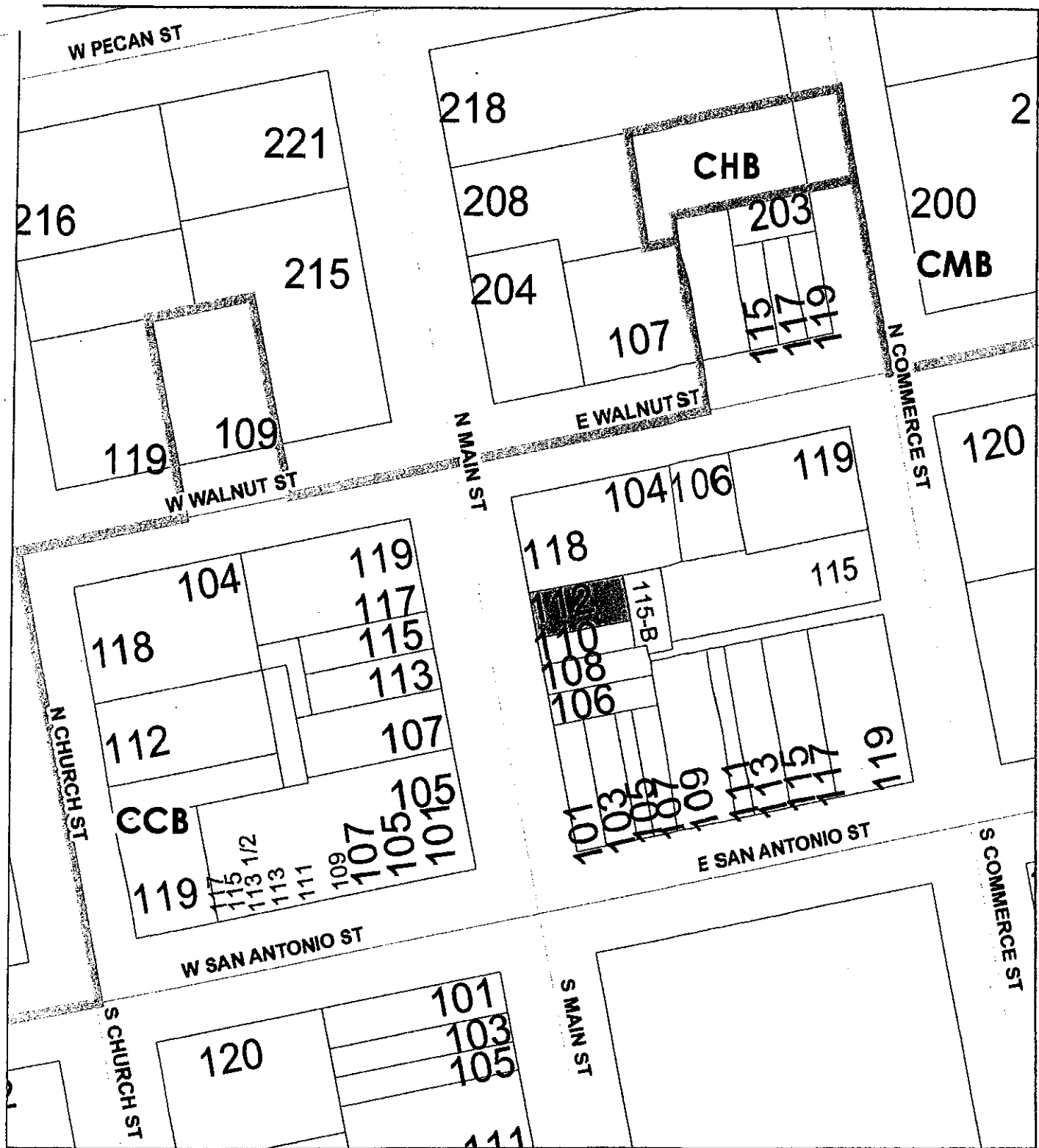












TAX RECEIPT

12/06/2023 10:51AM

Caldwell County Appraisal District
211 Bufkin Ln.
P.O. Box 900
Lockhart, TX 78644

Receipt Number
1186797

Date Posted 12/06/2023
Payment Type P
Payment Code Full
Total Paid \$4,191.58

PAID BY:

REAGAN RONDA A
412 W SAN ANTONIO ST
LOCKHART, TX 78644-2658

Property ID	Geo	Legal Acres	Owner Name and Address									
16986	0300000-023-006-20	0.0000	7G TEXAN LLC 412 W SAN ANTONIO ST LOCKHART, TX 78644-2658									
Legal Description												
O.T. LOCKHART, BLOCK 23, LOT PT 6												
Situs	DBA Name											
112 N MAIN ST LOCKHART, TX 78644												
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Caldwell County	2023	0.46910	210,600	199	N	987.92	0.00	0.00	0.00	0.00	987.92	
City of Lockhart	2023	0.53480	210,600	199	N	1,126.29	0.00	0.00	0.00	0.00	1,126.29	
Lockhart ISD	2023	0.95690	210,600	199	N	2,015.24	0.00	0.00	0.00	0.00	2,015.24	
Plum Creek												
Underground Water	2023	0.01490	210,600	199	N	31.38	0.00	0.00	0.00	0.00	31.38	
Plum Creek												
Conservation												
District	2023	0.01450	210,800	199	N	30.54	0.00	0.00	0.00	0.00	30.54	
Farm to Market												
Road	2023	0.00010	210,600	199	N	0.21	0.00	0.00	0.00	0.00	0.21	
											4,191.58	
Balance Due As Of 12/06/2023: .00												
Tender		Details		Description							Amount	
Check		1179									4191.58	
											4191.58	

Operator Batch
ROCI0C 10179 (12012023RC)

Total Paid
4,191.58

211 BUFKIN LN
PO BOX 900
LOCKHART, TX 78644-0900

CALDWELL COUNTY APPRAISAL DISTRICT

(512) 398-5550

2023 TAX STATEMENT

STATEMENT NUMBER

199

PROPERTY ID NUMBER

16986

NAME & ADDRESS		PROPERTY DESCRIPTION		PROPERTY GEOGRAPHICAL ID	
Owner ID: 237235 Pct: 100.000%		O.T. LOCKHART, BLOCK 23, LOT PT 6 			

100% Assessment Ratio

Appraised Value: 210,600

TAXING UNIT	ASSESSED	HOMESTEAD EXEMPTION	OV65 OR DP EXEMPTION	OTHER EXEMPTIONS	FREEZE YEAR AND CEILING	TAXABLE VALUE	RATE PER \$100	TAX DUE
Plum Creek Underground	210,600	0	0	0		210,600	0.0149000	31.38
Plum Creek Conservatio	210,600	0	0	0		210,600	0.0145000	30.54
Lockhart ISD	210,600	0	0	0		210,600	0.9569000	2,015.24
Farm to Market Road	210,600	0	0	0		210,600	0.0001000	0.21
Caldwell County	210,600	0	0	0		210,600	0.4691000	987.92
City of Lockhart	210,600	0	0	0		210,600	0.5348000	1,126.29

COUNTY TAXES REDUCED BY SALES TAX 10.53

Total Taxes Due by Jan 31, 2024

4,191.58

Penalty & Interest if paid after Jan 31, 2024

If Paid in Month	P&I RATE	TAX DUE
FEBRUARY 2024	7%	4,484.99
MARCH 2024	9%	4,568.82
APRIL 2024	11%	4,652.65
MAY 2024	13%	4,736.48
JUNE 2024	15%	4,820.33

**Attorney Fees are attached to Personal Property & Mobile Home accounts on April 1, 2024 and on all other accounts July 1, 2024. If there is an active suit on an account, Attorney Fees will attach February 1, 2024. **

Property taxes in Texas are assessed as of January 1st of each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OR OLDER, DISABLED OR A DISABLED VETERAN AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency (Tax Code Section 33.11) or Additional Late AG Penalty of 10% (Tax Code Section 23.54, Tax Code 21.10).

* DETACH HERE AND RETURN WITH PAYMENT *

Make checks payable to:

CALDWELL COUNTY APPRAISAL DISTRICT
211 BUFKIN LN
PO BOX 900
LOCKHART, TX 78644-0900



2023-199

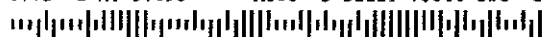


4191.58

Owner Name and Address	
7G TEXAN LLC 412 W SAN ANTONIO ST LOCKHART, TX 78644-2658	

Statement Number
2023 199
Prop ID Number
16986
Geographical ID
0300000-023-006-20

4772 1 AV 0.498*****AUTO**5-DIGIT 78644 5DG 2 FT 28



7G TEXAN LLC
412 W SAN ANTONIO ST
LOCKHART TX 78644-2658

If Paid in Month	Tax Due
October 2023	4,191.58
November 2023	4,191.58
December 2023	4,191.58
January 2024	4,191.58
February 2024	4,484.99
March 2024	4,568.82
April 2024	4,652.65
May 2024	4,736.48
June 2024	4,820.33

In January Pay

4,191.58

Taxes are payable
October 1, 2023 and
become delinquent on
February 1, 2024

UAT 0507

Caldwell County, Texas Original Town of Lockhart Part of Lot 6 in Block 23



Scale 1"=10'

James R. Stephens
Volume 110 Page 522
Official Records

The intersection of the East
Line of N. Main Street and
the South line of Walnut Street
bears N 10°00'11" W 62.63'

#112 N. Main Street
(R.O.W. varies)

Adam Harwood

Volume 214 Page 63

2308 sq ft Masonry
1-Story 0.053 ac.

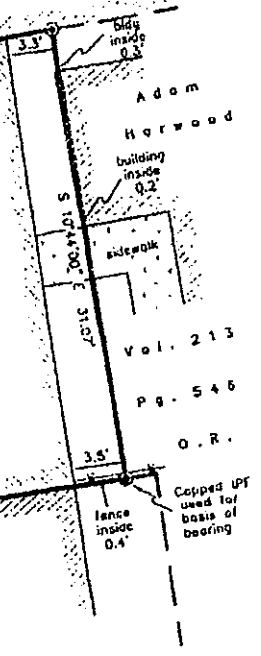
Commercial Building

Official Records

Point of Beginning
Building Corner
Fd used for basis
of bearing

S 80°00'00" W 75.66'

Floyd Wilhelm
Volume 372 Page 326



General Notes

- (1) Right of way to Adam W. Coleman, recorded in Vol. 145 Pg. 312, Caldwell County Deed of Trust Records and in Vol. 440 Pg. 247, Caldwell County Deed Records, could apply.
- (2) THIS SURVEY IS FOR USE WITH THIS ONE TRANSACTION ONLY
- (3) Flood Zone "X" is determined to be outside the 100-year floodplain. No special flood hazards according to FEMA Panel mentioned herein.

G.F. #0414444
BORROWER: University Plaza, Ltd.
911 ADDRESS: 112 N. Main St.
Lockhart, TX 78644

SURVEY PLAT

Showing a 2308 square foot tract of land out of Lot 6 in Block 23 of the ORIGINAL TOWN OF LOCKHART, in the City of Lockhart, Caldwell County, Texas according to the map or plat thereof recorded in Volume Q Page 507 of the Deed Records, Caldwell County, Texas and the Improvements as found situated thereon. I do hereby certify to University Plaza, Ltd., that (1) the foregoing plat is a true and correct representation of a survey made on the ground under my direct supervision on November 30, 2004, (2) I have shown or noted all recorded easements or right of ways listed in the title report, G.F. #0414444, 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. The property shown lies in Flood Zone "X" according to FEMA Panel #480095-0002-C dated January 17, 1991. This survey is for use with this one transaction only. 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 Hinkle R.P.L.S. #5459

LEGEND

- ⊙ CAPPED 1/2" IRON PIN FOUND
- X- FENCE MEANDERS
- CONCRETE
- UNLESS OTHERWISE NOTED

Field Book: d.e.	Drawn By: J.H. BS
Job No. 041941-1	Drawing: 041941-1.dwg
Date: November 30, 2004	Word Disk: Begin 110104
Surveyed By: J.H. JDB	Autocad Disk: Begin 110104



Claude Hinkle Surveyors

P. O. Box 1027
Lockhart, Texas 78644
(512) 398-2000

All of a certain tract or parcel of land situated in the City of Lockhart, Caldwell County, Texas and being a part of Lot 6 in Block 23 of the Original Town of Lockhart as recorded in Volume Q Page 507 of the Deed Records of Caldwell County, Texas and being also all of a tract of land conveyed to Adam Harwood by deed recorded in Volume 214 Page 63 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

BEGINNING *at a building corner used for basis of bearing in the East line of N. Main Street and in the SW corner of the above mentioned Harwood tract and the West line of the said Lot 6 and in the NW corner of a tract of land conveyed to Floyd Wilhelm by deed recorded in Volume 372 Page 326 of the said Deed Records for the SW corner this tract.*

THENCE *N 10 degrees 00 minutes 11 seconds W with the West line of the said Lot 6 and the West line of the said Harwood tract and the East line of N. Main Street 30.10 feet to a building corner in the NW corner of the said Harwood tract and the SW corner of a tract of land conveyed to James R. Stephens by deed recorded in Volume 110 Page 522 of the said Official Records for the NW corner this tract and from which point the intersection of the East line of N. Main Street and the South line of Walnut Street bears N 10 degrees 00 minutes 11 seconds W 62.63 feet.*

THENCE *N 79 degrees 16 minutes 00 seconds E entering the said Lot 6 and with the North line of the said Harwood tract and the South line of the above mentioned Stephens tract 75.27 feet to a capped 1/2" iron pin found in the NE corner of the said Harwood tract and the NW corner of a tract of land conveyed to Adam Harwood by deed recorded in Volume 213 Page 546 of the said Official Records for the NE corner this tract.*

THENCE *S 10 degrees 44 minutes 00 seconds E with the East line of the said Volume 214 Page 63 and the West line of the above mentioned Volume 213 Page 546 31.07 feet to a capped 1/2" iron pin found used for basis of bearing in the SE corner of the said Volume 214 Page 63 and the North line of the said Wilhelm tract for the SE corner this tract.*

THENCE *S 80 degrees 00 minutes 00 seconds W with the South line of the said Volume 214 Page 63 and the North line of the said Wilhelm tract 75.66 feet to the place of beginning containing 2308 sq ft (0.053 acres) of land more or less.*

EXHIBIT " A "
PAGE L OF 1



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

March 24, 2022

Ronda Reagan
412 W. San Antonio St.
Lockhart, TX 78644

rreagan2@gmail.com

Dear Ms. Reagan:

On March 23, 2022, the Lockhart Planning and Zoning Commission APPROVED your request for a Specific Use Permit (SUP-22-05) to allow a Bar and a Special Events Facility on your property zoned CCB Commercial Central Business District and located at 110-112 North Main Street.

If you have any questions, I may be contacted by phone at 512-376-2454, or by e-mail at dgibson@lockhart-tx.org.

Cordially,

Dan Gibson, AICP
City Planner





**BOX 1138
Kyle,
Texas 78640
Tel: (512) 585-1635**

This drawing and the design shown are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. Every effort has been taken to assure the accuracy of these drawings. Furthermore, the general contractor must check and verify all dimensions.

©2023
TexasCad

RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

Revisions

No. _____ Date: _____

No. _____ Date: _____

ISSUE DATE: 11/30/23

CHKD BY:

DRWN BY:

NEW FLOOR PLAN
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A2





This drawing and the design shown are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. Every effort has been taken to assure the accuracy of these drawings. Furthermore, the general contractor must check and verify all dimensions.

©2023

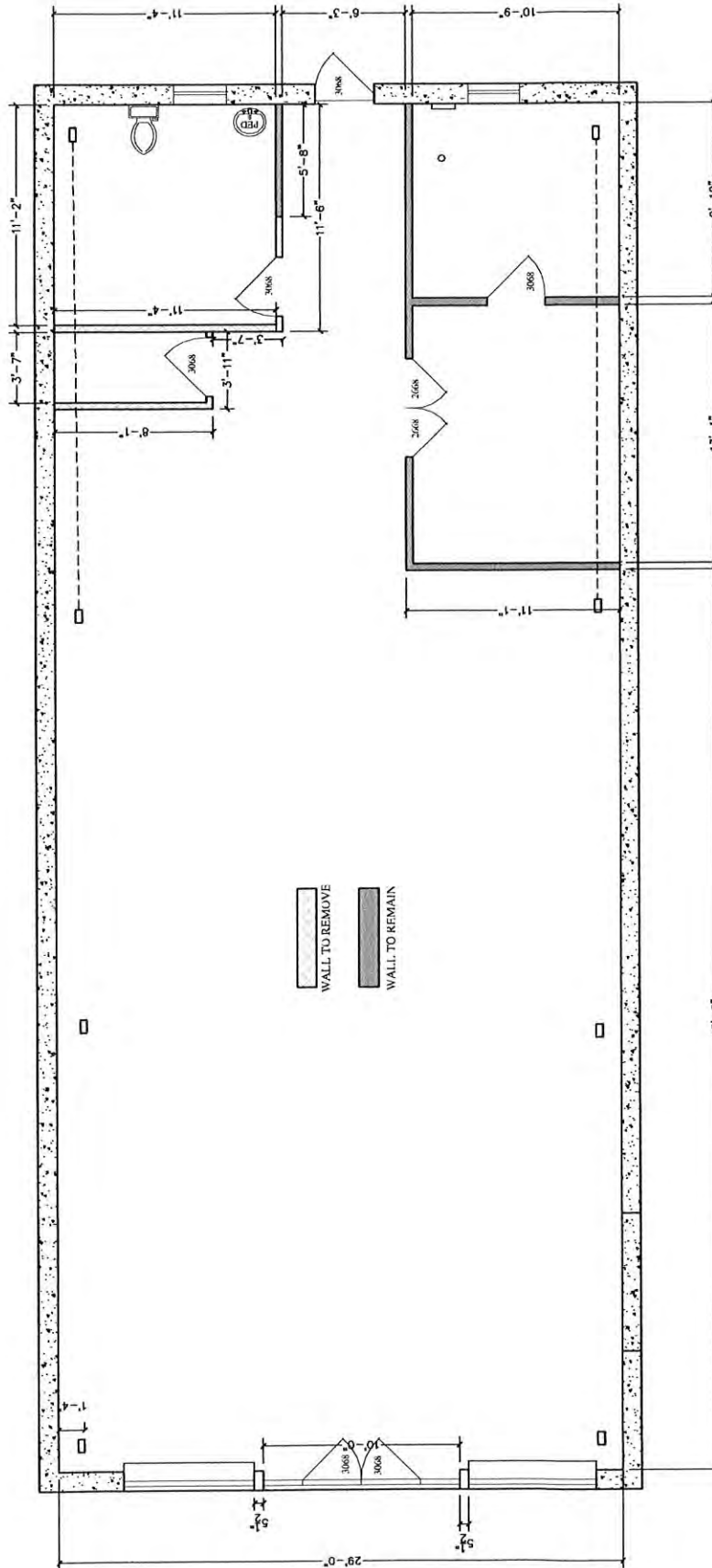
512-757-1121

Revisions
No. ___ Date: ___
No. ___ Date: ___
ISSUE DATE: 11/30/23

CHKD BY:	DRWN BY:
TxCod	TxCod

TEAR OUT PLAN
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A3



TEAR OUT PLAN SCALE: 1/4" = 1'-0"



BOX 1138
Arlene, TX 76640
Tel: (512) 585-1635

The drawings and the design shown are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written permission is prohibited and any infringement will be subject to legal action. Every effort has been taken to insure the accuracy of these drawings. However, the user is responsible for verifying all dimensions.

©2023
TexasCad

RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

Revisions
No. Date
No. Date
ISSUE DATE: 11/30/23

CHKD BY:
TxCad
DRWN BY:
TxCad

ADA NOTES
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A4

Figure 604.3.1 Size of Clearance at Water Closets

604.3.2 Overlap. The required clearance around the water closet shall be permitted to overlap the required clearance for the toilet compartment door, provided the overlap is not less than 12 inches (305 mm) minimum on one side and 24 inches (610 mm) minimum on the other side.

604.3.3 Grab Bars. Grab bars for water closets shall comply with 609. Grab bars shall be provided on the side wall closest to the water closet and on the rear wall.

604.3.1 Side Wall. The side wall grab bar shall be 42 inches (1065 mm) long minimum, located 12 inches (305 mm) maximum from the rear wall and extending 54 inches (1370 mm) minimum from the rear wall.

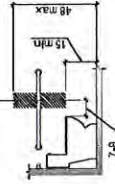


Figure 604.5.1 Side Wall Grab Bar at Water Closets Figure 604.5.2 Rear Wall Grab Bar at Water Closets

604.5.2 Rear Wall. The rear wall grab bar shall be 36 inches (915 mm) long minimum and extend from the centerline of the water closet 12 inches (305 mm) minimum on one side and 24 inches (610 mm) minimum on the other side.

604.6 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with 604.8.2.

604.7 Dispensers. Toilets, paper dispensers shall comply with 309.4 and shall be 7 inches (180 mm) minimum and 9 inches (230 mm) maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be 15 inches (380 mm) minimum and 48 inches (1220 mm) maximum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.



603 Toilet and Bathing Rooms

603.2 Clearances. Clearances shall comply with 603.2.

603.2.1 Turning Space. Turning space complying with 304 shall be provided within the room.

603.2.2 Overlap. Required clear floor space, clearance at fixtures, and turning space shall be permitted to overlap.

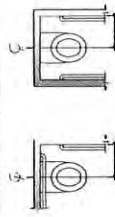
603.2.3 Door Swing. Doors shall not swing into the clear floor space or clearance required for any fixture. Doors shall be permitted to swing into the required turning space.

603.3 Mirrors. Mirrors located above lavatories or counters shall be installed with the bottom edge of the reflecting surface 40 inches (1015 mm) maximum above the finish floor or ground. Mirrors not located above lavatories or counters shall be installed with the bottom edge of the reflecting surface 35 inches (889 mm) maximum above the finish floor or ground.

603.4 Coat Hooks and Shelves. Coat hooks shall be located within one of the reach ranges specified in 309. Shelves shall be located 40 inches (1015 mm) minimum and 48 inches (1220 mm) maximum above the finish floor.

604 Water Closets and Toilet Compartments

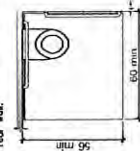
604.2 Location. The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 16 inches (405 mm) minimum to 18 inches (455 mm) maximum from the side wall or partition, except that the water closet shall be 17 inches (430 mm) minimum and 19 inches (480 mm) maximum from the side wall or partition when the water closet is located in a left-hand or right-hand approach.



(a) wheelchair accessible water closets
(b) ambulatory accessible water closets

Figure 604.2 Water Closet Location

604.3.1 Size. Clearance around a water closet shall be 60 inches (1525 mm) minimum measured perpendicular from the side wall and 56 inches (1420 mm) minimum measured perpendicular from the rear wall.



605 Urinals

605.2 Height and Depth. Urinals shall be the side-type or the wall-hung type with the rim 17 inches (430 mm) maximum above the finish floor or ground. Urinals shall be 13 1/2 inches (343 mm) deep minimum measured from the outer face of the urinal rim to the back of the fixture.

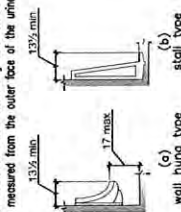


Figure 605.2 Height and Depth of Urinals

605.3 Clear Floor Space. A clear floor or ground space complying with 305 positioned for forward approach shall be provided.

605.4 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with 309.

Figure 604.7 Dispenser Outlet Location

604.8 Toilet Compartments. Wheelchair accessible toilet compartments shall meet the requirements of 604.8.1 and 604.8.3. Compartments containing more than one plumbing fixture shall comply with 603. Ambulatory accessible compartments shall comply with 604.8.2 and 604.8.3.

604.8.1 Wheelchair Accessible Compartments. Wheelchair accessible compartments shall comply with 604.8.1.

604.8.1.1 Size. Wheelchair accessible compartments shall be 60 inches (1525 mm) wide minimum measured perpendicular to the side wall, and 56 inches (1420 mm) deep minimum for wall hung water closets and 58 inches (1480 mm) deep minimum for floor mounted water closets measured perpendicular to the rear wall. Wheelchair accessible compartments for children's use shall be 60 inches (1525 mm) wide minimum measured perpendicular to the side wall, and 58 inches (1480 mm) deep minimum for wall hung and floor mounted water closets measured perpendicular to the rear wall.

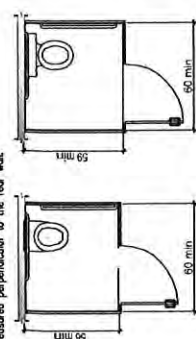


Figure 604.8.1.1 Size of Wheelchair Accessible Toilet Compartment

604.8.1.2 Doors. Toilet compartment doors, including door hardware, shall comply with 404 except that if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be 36 inches (915 mm) minimum. Doors shall be self-closing. Where located in the front partition, the door opening shall be 4 inches (100 mm) maximum from the side wall or partition furthest from the water closet. Where located in the side wall or partition, the door opening shall be 4 inches (100 mm) maximum from the front partition. The door shall be self-closing. A door full complying with 404.2.7 shall be placed on both sides of the door near the latch. Toilet compartment doors shall not swing into the minimum required compartment area.



**TEXAS CAD
DESIGNS**
BOX 1138
Kille,
Texas 78940
Tel: (512) 585-1635

This drawing and the design contained herein are the property of Texas Cad. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. Every effort has been taken to assure the accuracy of these drawings. Furthermore, the general contractor must check and verify all dimensions.

©2023
TexasCad

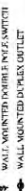
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS
512-757-1121

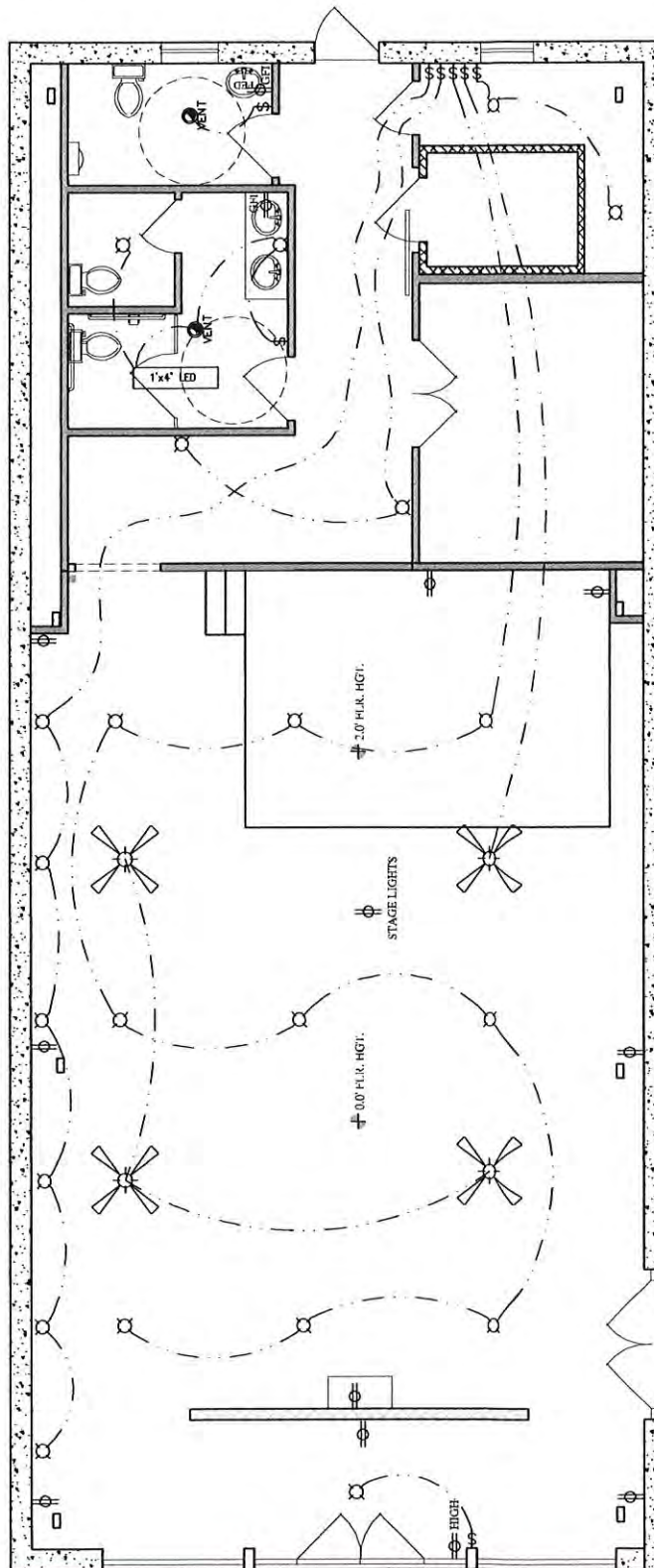
Revisions
No. Date
No. Date
ISSUE DATE: 11/20/23

CHKD BY:
TxCad
DRWN BY:
TxCad

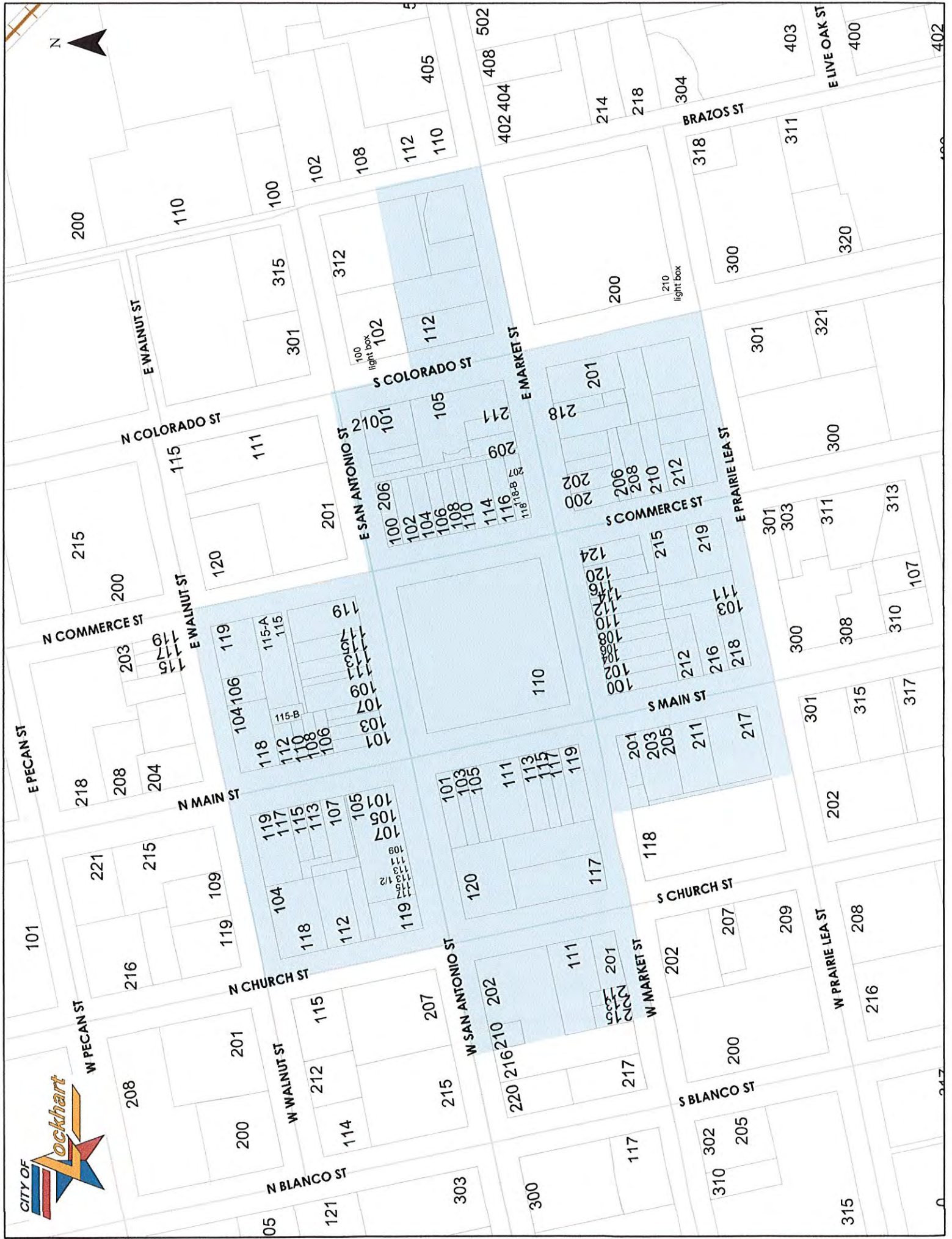
ELECTRICAL PLAN
RONDA REAGAN
112 N MAIN ST.
LOCKHART, TEXAS

A5

SYMBOL SCHEDULE	
	CEILING FAN W/ LIGHT
	WALL MOUNTED DOUBLE POLE SWITCH
	WALL MOUNTED DUPLEX OUTLET
	RECESSED CEILING MOUNTED INCANDESCENT



ELECTRICAL PLAN
SCALE: 1/4"= 1'-0"





Lockhart

TEXAS

HISTORIC PROPERTY PRESERVATION TAX ABATEMENT APPLICATION

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

APPLICANT / PROPERTY OWNER

NAME: Ronda Reagan / 76 Texan MAILING ADDRESS: 412 W. San Antonio St.
DAY-TIME TELEPHONE: 512-757-1121 Lockhart, TX 78644
E-MAIL: rreagan2@gmail.com

PROPERTY

ADDRESS: 112 N. Main Street, Lockhart, TX 78644
LEGAL DESCRIPTION (IF PLATTED): Cit. Lockhart, Block 23, Lot Pt 6
SIZE: 2325 SQUARE FEET OR 0.54 ACRE(S) ZONING CLASSIFICATION CCB
0.053

HISTORICAL SIGNIFICANCE

BUILDER/ARCHITECT (IF KNOWN): A.L. Brodchick Gus Birkner
DATE OF ORIGINAL CONSTRUCTION (IF KNOWN): 1896
STATE OR NATIONAL HISTORIC DESIGNATION(S) (IF ANY): within National Historic Dist.
HISTORICAL NAME(S) OF BUILDING(S) (IF KNOWN): Otto Seeliger Blacksmith Building - City of Lockhart

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 ACT ON THE PROPERTY OWNER'S BEHALF IS REQUIRED, AND MUST BE SIGNED AND DATED BY THE PROPERTY OWNER. AN E-MAILED AUTHORIZATION FROM THE PROPERTY OWNER TO THE PLANNING DEPARTMENT IS ALSO ACCEPTABLE.

*PLEASE NOTE THAT A CERTIFICATE FOR ALTERATION MUST BE APPROVED BY THE HISTORICAL PRESERVATION COMMISSION, PRIOR TO APPROVAL OF THE REQUESTED TAX ABATEMENT.

SIGNATURE OF PROPERTY OWNER: Ronda Reagan
PRINTED NAME: Ronda Reagan DATE: 12-6-23

SUBMITTAL REQUIREMENTS

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION:

1. AN AFFIDAVIT BY THE OWNER DESCRIBING THE HISTORICAL SIGNIFICANCE OF THE STRUCTURE(S) IN NEED OF TAX RELIEF, INCLUDING ANY RELEVANT OR USEFUL INFORMATION REGARDING THE HISTORY OF THE STRUCTURE(S) (HISTORICAL PHOTOGRAPHS, NEWSPAPER ARTICLES, ARCHITECTURAL DRAWINGS, ETC.)
2. A PLAN AND DETAILED WRITTEN DESCRIPTION OF THE IMPROVEMENTS, ENHANCEMENT, REHABILITATION, AND/OR PRESERVATION ("WORK") FOR WHICH TAX ABATEMENT IS REQUESTED.
3. A SITE PLAN SHOWING THE TYPE, NUMBER, AND LOCATION OF ALL EXISTING IMPROVEMENTS ON THE PROPERTY (PRIMARY AND ACCESSORY BUILDINGS, FENCES, SIGNS, ETC.)
4. A COPY OF THE LAST PAID TAX RECEIPT, AN ITEMIZED STATEMENT OF THE CURRENT ASSESSED PROPERTY VALUE, AND A COPY OF THE PROPERTY'S CURRENT APPRAISAL CARD AND PROPERTY TAX RECORD ON FILE AT THE CALDWELL COUNTY APPRAISAL DISTRICT.
5. AN ITEMIZED STATEMENT OF THE COSTS FOR THE PROPOSED WORK AND ESTIMATED PROPERTY VALUE UPON COMPLETION.
6. A SCHEDULE OF THE ESTIMATED CONSTRUCTION TIME WITH START AND COMPLETION DATES OF THE PROPOSED WORK.
7. A DETAILED STATEMENT OF THE CURRENT AND PROPOSED USE OF THE PROPERTY.
8. IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.
9. **APPLICATION FEE OF \$200.00**, PAYABLE TO THE CITY OF LOCKHART.

OFFICE USE ONLY

CASE NUMBER: TA- 23 - 02 ACCEPTED BY: Kevin Waller
DATE SUBMITTED: 12/7/23 RECEIPT NUMBER: R01263589
HISTORICAL PRESERVATION COMMISSION INITIAL SITE INVESTIGATION DATE: 12/20/23
HISTORICAL PRESERVATION COMMISSION MEETING DATE: 12/20/23
HISTORICAL PRESERVATION COMMISSION RECOMMENDATION: Approval (5-0)
CITY COUNCIL MEETING DATE: 1/16/24
CITY COUNCIL DECISION OF ELIGIBILITY: _____
APPLICANT SWORN STATEMENT OF COMPLETION – DATE SUBMITTED: _____
HISTORICAL PRESERVATION COMMISSION FINAL SITE INVESTIGATION DATE: _____
HISTORICAL PRESERVATION COMMISSION APPROVAL DATE: _____
CITY NOTIFICATION TO APPRAISAL DISTRICT – DATE: _____

DIVISION 2. TAX ABATEMENT

Sec. 28-20. Tax abatement for preservation of historic properties.

Historical preservation contributes to the economic development, growth and expansion of a community. The following tax abatement program is designed to encourage historical preservation in the city and to provide guidelines, criteria, and procedures for such tax abatements consistent with stated policy, and incorporate the components, requirements and criteria included in sections 28-21 through 28-24.

(Code 1982, § 12.5-20; Ord. No. 93-19, pt. 20, 9-21-93; Ord. No. 2017-03, § I, 2-7-17)

Sec. 28-21. General criteria and guidelines of tax abatement program.

(a) An historic landmark or a property in an historic district in need of tax relief to encourage improvement and preservation in accordance with the provisions of this chapter and which is improved, enhanced, rehabilitated, restored and/or preserved as certified by the commission may have a tax abatement granted, subject to the approval and conditions of the city.

(b) The enhancement qualifying for a tax abatement shall be either interior or exterior, or both, but shall require a review and certificate for alteration by the commission.

(c) Eligibility for a tax abatement shall not be limited as to zoning classification or use, but shall be subject to the property owner(s), tenant(s), and the city entering into a tax abatement agreement.

(d) A minimum threshold for qualification to participate shall be established based on a minimum cost of qualifying enhancement which equals or exceeds the minimum tax abatement allowed.

(e) The minimum tax abatement allowed shall be an amount equal to the previous two years of city taxes actually paid on the property. The city council may set a different minimum abatement.

(f) The total tax abatement shall not exceed the owner's and/or tenant's total out-of-pocket cost of the enhancement certified by the commission.

(g) The maximum tax abatement allowed shall be one of the following effected for a maximum term of ten years:

- (1) The qualified property may have no assessed value for City of Lockhart ad valorem taxation for a period of five tax years after the completion of the certified enhancement. Thereafter, the qualified property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period.
- (2) The property may receive an abatement of the city ad valorem taxation of the added value in the eligible property as determined by the increase in the assessed value in the property as a result of the improvements and preservation.

(h) Any tax abatement granted shall begin on the first day of the first tax year after verification of completion of the rehabilitation and/or preservation required for certification, provided that the building shall comply with the applicable zoning regulations for its use and location.

(i) Any property which receives a tax abatement shall be designated and zoned historic (H or HL) by the city council prior to verification. To qualify and receive the tax relief as specified in this section, the property must be zoned historic (H or HL) and be maintained in a minimal condition equal to the condition at the time of verification.

(j) The historical preservation officer shall inspect and verify to the tax authorities annually that the property qualifies for the scheduled tax abatement.

(k) The work which is certified for tax abatement must be completed within one year of the certification and agreement. The certified and/or verified tax abatement shall carry with the property. A property may be certified and verified for additional work and receive more than one tax abatement concurrently, but not to exceed the limits allowed by the tax abatement program.

(Code 1982, § 12.5-21; Ord. No. 93-19, pt. 21, 9-21-93; Ord. No. 2017-03, § I, 2-7-17)

Sec. 28-22. Application for tax abatement.

(a) Application for an historic property preservation tax abatement pursuant to this section shall be filed with the city manager for review by the commission which will make a recommendation to the city council. Each application shall be signed and sworn to by the owner of the property and shall:

- (1) State the legal description and a map of the property proposed for certification;
- (2) Include an affidavit by the owner describing the historic significance of the structure in need of tax relief;
- (3) Include a plan and detailed written description of the improvements, enhancement, rehabilitation and/or preservation ("work") for which tax abatement is requested;
- (4) A list of the kind, number and location of all improvements to the property;
- (5) A copy of the last paid tax receipt and itemized statement of the current assessed property value;
- (6) Include an itemized statement of costs for the proposed work and estimated property value upon completion;
- (7) Include a schedule of the estimated construction time with start and completion dates of the proposed work;
- (8) Authorize the members of the commission, the city tax assessor-collector and city officials to visit and inspect the property proposed for certification;
- (9) Include a detailed statement of the current and proposed use and zoning for the property;

(10) Provide any additional information to the commission which the owner deems relevant or useful, such as the history of the structure; and

(11) Processing and appraisal fees may be required by the city at the time of application.

(b) Each application shall contain sufficient documentation confirming or supporting the information submitted therein. The approval of tax abatement will depend upon the quality of the information provided by the applicant.

(Code 1982, § 12.5-22; Ord. No. 93-19, pt. 22, 9-21-93)

Sec. 28-23. Certification for tax abatement.

Upon receipt of the sworn application, the commission shall make an investigation of the property and shall certify the facts to the city within 30 days along with the commission's documentation for approval or disapproval of the application for abatement. Upon receipt of the certified application for tax abatement as well as the recommendation of the commission, the city council shall within 30 days approve or disapprove eligibility of the property for tax relief pursuant to sections 28-21 through 28-24. In determining eligibility, the City of Lockhart shall first determine that the applicant is in compliance with all the requirements of these sections and the city Code. The certification for tax abatement for specified work shall be valid for one year. The city shall require the property owners, tenants and city enter into a tax abatement agreement which may set further conditions on the tax abatement authorized. The verification and subsequent tax abatement may carry with the property provided the conditions of the abatement are met and the city is in agreement.

(Code 1982, § 12.5-23; Ord. No. 93-19, pt. 23, 9-21-93; Ord. No. 2017-03, § I, 2-7-17)

Sec. 28-24. Verification for tax abatement.

Upon completion of the preservation and/or rehabilitation, the certified applicant shall submit a sworn statement of completion acknowledging that the enhancement and preservation work as certified by the commission is complete. The commission, upon receipt of the sworn statement of completion, but no later than 30 days thereafter, shall make an investigation of the property and shall approve or disapprove the fact that the property has been substantially completed as required for certification. If verification or completion shall be deemed unfavorable, the certified applicant shall be notified in writing, listing the work required to complete the preservation and/or rehabilitation in order to secure the tax abatement provided herein. If the verification of completion is favorable, the commission shall notify the City of Lockhart in writing of compliance. The city shall notify the tax authorities, and thereafter the tax assessor-collector shall provide the property with the tax abatement authorized by the agreement and program, provided the property is maintained in a minimal condition equal to the condition at the time of verification.

(Code 1982, § 12.5-24; Ord. No. 93-19, pt. 24, 9-21-93)



Historic Property Preservation Tax Abatement

The Tax Abatement Program encourages preservation of historic buildings in order to maintain and enhance the architectural character of Lockhart's downtown Historic District and individual properties designated as local Historic Landmarks.

General Information:

- The minimum tax abatement allowed shall be an amount equal to the previous two years of city taxes actually paid on the property.
- The total tax abatement shall not exceed the owner's and/or tenant's total out-of-pocket cost of the improvements.
- The tax abatement applies only to municipal taxes.
- The property owner must be current on property taxes prior to authorization of any tax abatement.
- In addition to the Tax Abatement Application, a Certificate for Alteration Application must be approved by the Historical Preservation Commission, prior to the Commission's approval of the tax abatement.
- The tax abatement may carry with the property.
- Both residential and non-residential properties are eligible.
- www.library.municode.com/tx/lockhart/codes/code_of_ordinances?nodeId=PTIICOOR_C H28HIDILA S28-20TAABPRHIPR

Process Summary:

- 1) The *Historic Property Preservation Tax Abatement Application* shall be filed with the City Manager (Planning Department will coordinate) for review by the Historical Preservation Commission.
- 2) The Commission will make a recommendation to the City Council within 30 days.
- 3) The City Council will then issue a decision within 30 days of the Commission's recommendation.
- 4) The work must be completed within one year of certification and agreement.
- 5) Upon completion of the work, the applicant shall submit a sworn statement of completion.
- 6) The Commission will then have 30 days to inspect the property to determine its eligibility for tax abatement.
- 7) Once the property is found to be eligible, the City will direct the Caldwell County Appraisal District to apply the tax abatement.

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT is made and entered into as of the 16th day of January, 2024 (the "*Effective Date*"), by and between **Ronda Reagan of 7G Texan, LLC** (property owner), and the City of Lockhart, a Texas home rule city in Caldwell County, Texas, upon the terms and conditions set forth herein:

- A. The City Council of the City of Lockhart recognizes the importance of the preservation of historically significant structures within the city, and that historic preservation contributes to the economic development, growth, and expansion of a community.
- B. The expenses involved with the restoration and upkeep of said structures often exceeds that of newer structures.
- C. The City Council desires to encourage preservation of historically significant structures by providing the owners of said structures with property tax relief.
- D. The Historic Districts and Landmarks Ordinance, Lockhart Code of Ordinances, Sections 28-21, 28-22, 28-23, and 28-24 provide that upon application and approval by the City Council, the owner of property designated as a historic landmark or located within a historic district may receive an abatement on the municipal taxes assessed on the property.
- E. The said abatement being that the qualified property may have no assessed value for City of Lockhart ad valorem taxation for a period of five tax years after completion of the certified enhancement(s). Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period.
- F. The property may receive an abatement of the City ad valorem taxation of the added value in the eligible property as determined by the increase in the assessed value in the property as a result of the improvements and preservation.
- G. The minimum tax abatement allowed shall be an amount equal to the previous two years of City taxes actually paid on the property. The City Council may set a different minimum abatement.
- H. The total tax abatement shall not exceed the owner's total out-of-pocket cost of the enhancement.
- I. The work which is certified for tax abatement must be completed within one year of the certification and agreement.

- J. The certified and/or verified tax abatement may carry with the property, provided the conditions of the abatement are met and the City is in agreement.
- K. Ronda Reagan of 7G Texan, LLC, owner of the property located at 112 North Main Street, Lockhart, Caldwell County, Texas, more fully described as Part of Lot 6, Block 23, Original Town of Lockhart, has applied for a tax abatement for interior improvements to an existing commercial building in the Courthouse Square Historic District to include reorganizing interior walls, expanding the bathrooms to be ADA-compliant, connecting the subject property to the adjacent building under the same ownership by re-opening a boarded archway and installing a door, and installing a 208 square-foot stage and accompanying lighting. The changes will include the necessary plumbing and electrical upgrades to support the new facilities. Ms. Reagan has met the requirements set forth in Sections 28-21, 28-22, and 28-23 of the Lockhart Code of Ordinances, including a determination of eligibility by the City Council at its January 16, 2024 Public Hearing. Section 28-24 addresses later steps in the process, including the property owner's submission of a sworn statement of completion, final investigation of the property by the Historical Preservation Commission, and the City's notification to the Caldwell County Appraisal District to apply the tax abatement accordingly.
- L. For the tax year beginning after the completion of the certified enhancement, and continuing for a total of five tax years, Ronda Reagan is granted a 100% abatement of the municipal taxes assessed against the property located at 112 North Main Street. Thereafter, the property shall be reappraised and assessed at a 50 percent rate for an additional consecutive five-year period. In no event shall the total tax abatement exceed the total out-of-pocket cost of the enhancements certified by the Commission, the most recent estimate of which, documented by the owner, is **\$50,800.00**.

DATED AND EFFECTIVE as of the Effective Date first written above.

PROPERTY OWNER:

7G Texan, LLC

By: _____

Name: _____

Title: _____

CITY:

City of Lockhart, Texas

By: _____

Name: _____

Title: _____

Approved as to form:

Name: _____

Title: _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action to receive the 1st Quarter Fiscal Year 2024 Investment Report.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez, ACM

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Public Funds Investment Act requires local governments to review and accept the quarterly investment reports for each quarterly reporting period of the fiscal year. The 1st Quarter Investment Report of Fiscal Year 2024, ending December 31st, 2023 is presented for your review and acceptance.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully request a motion to accept the 1st Quarter Investment Report for Fiscal Year 2024.

LIST OF SUPPORTING DOCUMENTS: FY2024 1st Quarter Report

CITY OF LOCKHART

Quarterly Investment Report
For the Quarter Ended December 31, 2023

January 16, 2024

CITY of LOCKHART
Quarterly Investment Report
For the Quarter Ended December 31, 2023

This report is presented in accordance with the Texas Government Code, Title 10, Chapter 2256, Public Funds Investment; Section 2256.023 known as the "Public Funds Investment Act". Attached is a detailed City of Lockhart investment report for the period October 1, 2023 through December 31, 2023. The Investment Portfolio Summary reports the beginning and ending book values and market values for the quarterly reporting period as follows:

October 1, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

Investment Portfolio	
Book Value	Market Value
800,907	800,907
0	0
36,002,468	35,999,833
0	0
36,803,375	36,800,740
736,236	736,236
0	0
39,591,333	39,591,082
0	0
40,327,570	40,327,318

December 31, 2023

Cash
Marketable Securities
Investment Pools
Certificates of Deposits
Total:

October 1, 2023

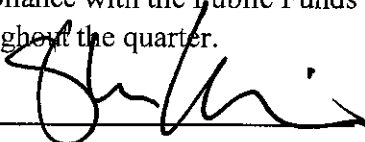
Unrestricted Funds
Restricted Funds
Total Funds

Fund Availability	
12,069,665	12,069,665
24,733,710	24,731,075
36,803,375	36,800,740
12,197,400	12,197,400
28,130,169	28,129,918
40,327,570	40,327,318

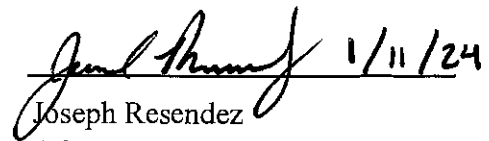
December 31, 2023

Unrestricted Funds
Restricted Funds
Total Funds

The investment portfolio, at all times during the quarter, complied with the Public Funds Investment Act and the City of Lockhart Investment Policy. TexPool, Texas CLASS and TexSTAR were also in compliance with the Public Funds Investment Act and the City of Lockhart Investment Policy throughout the quarter.



Steve Lewis
City Manager



Joseph Resendez
ACM, Interim Finance Director

CITY of LOCKHART
Investment Portfolio Summary
For the Quarter Ended December 31, 2023

	Investment Portfolio			
	Book Value	% of Total	Market Value	% of Total
<u>October 1, 2023</u>				
Cash	800,907	2.2%	800,907	2.2%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	36,002,468	97.8%	35,999,833	97.8%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	36,803,375	100.0%	36,800,740	100.0%
<u>December 31, 2023</u>				
Cash	736,236	1.8%	736,236	1.8%
Marketable Securities	0	0.0%	0	0.0%
Investment Pools	39,591,333	98.2%	39,591,082	98.2%
Certificates of Deposits	0	0.0%	0	0.0%
Portfolio Total	40,327,570	100.0%	40,327,318	100.0%
<u>Change in Value</u>				
Cash	(64,671)		(64,671)	
Marketable Securities	0		0	
Investment Pools	3,588,866		3,591,249	
Certificates of Deposits	0		0	
Portfolio Total	3,524,195		3,526,578	
	0			
<u>Maturity Data</u>				
	Book Value @ 12/31/2023	Weighted Average Maturity	Yield to Maturity	
Cash	736,236	0 Days	1.00%	
Marketable Securities	0	0 Days	0.00%	
Investment Pools - Texas CLASS	19,703,373	50 Days *	5.57%	
Investment Pools - TexPool	10,881,874	38 Days *	5.37%	
Investment Pools - TexSTAR	9,006,087	45 Days *	5.62%	
Certificates of Deposits	0	0 Days	0.00%	
	40,327,570	45 Days	5.45%	

Benchmark - 4 Week Treasury Bills - Secondary Market @ December 31, 2023 5.33%

* Weighted Average Maturity of Pool Investments - City funds are available from pools upon request.

<u>Total Return On Investment</u>	<u>Interest Earned</u>
Cash	1,774
Marketable Securities	0
Investment Pools - Texas CLASS	274,744
Investment Pools - TexPool	121,025
Investment Pools - TexSTAR	119,922
Certificates of Deposits	0
Total Return on Investment	517,466

CITY OF LOCKHART
Cash Accounts (as reconciled to FLNB)
For the Quarter Ended December 31, 2023

General Operating Account - FLNB		
		<u>Value</u>
October 1, 2023	\$	800,907
Deposits		15,234,151
Withdrawals		(15,300,595)
Interest Earned		1,774
December 31, 2023	\$	736,236

Total Cash Accounts		
		<u>Value</u>
October 1, 2023	\$	800,907
Deposits		15,234,151
Withdrawals		(15,300,595)
Interest Earned		1,774
December 31, 2023	\$	736,236

CITY of LOCKHART
Marketable Securities Transaction Summary
For the Quarter Ended December 31, 2023

<u>Holdings During the Quarter</u>														
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon 0.34%</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Value @ Par</u>	<u>Beginning Book Value</u>	<u>Beginning Market Value</u>	<u>Ending Value @ Par</u>	<u>Ending Book Value</u>	<u>Ending Market Value</u>
										October 1, 2023			December 31, 2023	
														0
														0
Totals			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<u>Purchases</u>									
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>	<u>Price</u>	<u>Accrued Interest</u>
				0.22%					
Totals			\$ -				\$ -		\$ -

<u>Maturities</u>							
<u>Type of Security</u>	<u>CUSIP</u>	<u>Purchase Date</u>	<u>Par Value</u>	<u>Coupon Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
Totals			\$ -	0.59%			\$ -

CITY OF LOCKHART
Investment Pool Transactions Summary
For the Quarter Ended December 31, 2023

TexPool - City of Lockhart					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2023	7,687,675	7,687,137	0.999930	19 Days	4.6100%
Deposits	8,515,000				
Withdrawals	(5,441,826)				
Interest Earned	121,025				
December 31, 2023	10,881,874	10,881,874	1.00000	38 Days	5.3700%

Texas CLASS					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2023	19,428,629	19,428,629	1.00000	36 Days	4.8600%
Deposits	0				
Withdrawals	0				
Interest Earned	274,744				
December 31, 2023	19,703,373	19,703,373	1.00000	50 days	5.5744%

TexSTAR					
	<u>Book Value</u>	<u>Market Value</u>	<u>Net Asset Value</u>	<u>Weighted Aver. Maturity</u>	<u>Average Monthly Yield</u>
October 1, 2023	8,886,164	8,886,422	1.00003	39 Days	4.6066%
Deposits	0				
Withdrawals	0				
Interest Earned	119,922				
December 31, 2023	9,006,087	9,005,835	0.999972	45 Days	5.6200%

Total of All Pools		
	<u>Book Value</u>	<u>Market Value</u>
October 1, 2023	36,002,468	36,002,188
Deposits	8,515,000	
Withdrawals	(5,441,826)	
Interest Earned	515,692	
December 31, 2023	39,591,333	39,591,082

CITY of LOCKHART
Certificates of Deposit Transaction Summary
For the Quarter Ended December 31, 2023

Holdings During the Quarter

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>	<u>Quarterly Interest Earned</u>	<u>Beginning Face Value</u>	<u>Beginning Market Value</u>	<u>Ending Face Value</u>	<u>Ending Market Value</u>
									October 1, 2023		December 31, 2023	
			\$ -				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Purchases

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Purchase Price</u>
			\$ -				\$ -

Maturities

<u>CD Number</u>	<u>Holder</u>	<u>Purchase Date</u>	<u>Face Value</u>	<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Yield to Maturity</u>	<u>Settlement Total</u>
			\$ -				\$ -

<i>City of Lockhart</i>			
<i>Investment Pools</i>			
<u>Standard and Poor's Ratings</u>			
<u>Month</u>	<u>TexPool</u>	<u>TexSTAR</u>	<u>Texas CLASS</u>
January-23	AAAm	AAAm	AAAm
February-23	AAAm	AAAm	AAAm
March-23	AAAm	AAAm	AAAm
April-23	AAAm	AAAm	AAAm
May-23	AAAm	AAAm	AAAm
June-23	AAAm	AAAm	AAAm
July-23	AAAm	AAAm	AAAm
August-23	AAAm	AAAm	AAAm
September-23	AAAm	AAAm	AAAm
October-23	AAAm	AAAm	AAAm
November-23	AAAm	AAAm	AAAm
December-23	AAAm	AAAm	AAAm

<i>City of Lockhart</i>			
<i>Bank Collateralization</i>			
<u>Standard and Poor's Ratings</u>			
			FLNB
<u>Month</u>			<u>Collateralization *</u>
January-23			AAA
February-23			AAA
March-23			AAA
April-23			AAA
May-23			AAA
June-23			AAA
July-23			AAA
August-23			AAA
September-23			AAA
October-23			AAA
November-23			AAA
December-23			AAA
* Guaranteed by US government (AAA)			

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider appointing two members to the Lockhart-Caldwell County Joint Airport Zoning Board to hear variance requests regarding the Lockhart Municipal Airport Hazard Zoning Map.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Recently, an application to build a new communication tower was received by the planning department. During the review process, it was discovered that the height of the tower exceeds the height limitations found in the Lockhart Hazard Zoning Map.

Ordinance 91-01 established the Lockhart Municipal Hazard Zoning Map on December 18, 1991. The zoning map identifies height restrictions based on the proximity to the Lockhart Municipal Airport and is centered around a model FAA zoning ordinance. Projects and/or towers seeking to exceed the height limitations found in the zoning map must file for a variance prior to the construction of the project. The adopted ordinance describes the process for variances regarding the limitation of the zoning map. In order to hear variance requests and make a recommendation to the Board of Adjustments, the Joint Airport Zoning Board must reconvene. Since the Joint Airport Board only meets to hear items related to the Airport Hazard Zoning Map, there are no current board members, so they must be selected. The process for member selection found in the ordinance is as follows:

Joint Airport Zoning Board-Means a board consisting of five (5) members, two (2) members appointed by the City Council of the City of Lockhart, Texas and two (2) members appointed by the Commissioners Court of Caldwell County, Texas. The four (4) members so appointed shall elect a fifth (5th) member who shall serve as chairman of said Lockhart-Caldwell County Airport Zoning Board.

The purpose for the joint City/County Board is due to the contour lines of the Lockhart Municipal Hazard Zoning Map stretching outside the City Limits of Lockhart.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends appointing two members to fill two vacancies on the Joint Airport Zoning Board.

LIST OF SUPPORTING DOCUMENTS: JAZB Ordinance 91-01 Lockhart-Caldwell County Joint Airport Zoning Board

LOCKHART MUNICIPAL AIRPORT

HAZARD ZONING ORDINANCE

91-01

AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY IN THE VICINITY OF THE LOCKHART MUNICIPAL AIRPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE LOCKHART MUNICIPAL AIRPORT HAZARD ZONING MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF ADJUSTMENT; AND IMPOSING PENALTIES

This ordinance is adopted pursuant to the authority conferred by the Airport Zoning Act, Tex. Local Gov't. Code Ann., #241.001 et seq (Vernon 1988).

It is hereby found that an obstruction has the potential for endangering the lives and property of users of Lockhart Municipal Airport, and property or occupants of land in its vicinity; that an obstruction may affect existing and future instrument approach minimums of Lockhart Municipal Airport, and that an obstruction may reduce the size of areas available for the landing, take-off, and maneuvering of aircraft, thus tending to destroy or impair the utility of Lockhart Municipal Airport, and the public investment therein. Accordingly it is declared that:

1. Lockhart Municipal Airport fulfills an essential community purpose; and
2. the creation or establishment of an obstruction has the potential of being a nuisance and may injure the region served by Lockhart Municipal Airport; and
3. it is necessary in the interest of public health, public safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented; and
4. the prevention of these obstructions should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.

It is further declared that the prevention of the creation or establishment of hazards to air navigation, the elimination, removal, alteration, or mitigation of hazards to air navigation, or the marking and lighting of obstructions are public purposes for which a political subdivision may raise and expend public funds and acquire land or interests in land.

Be it Ordained by the Joint Airport Zoning Board of the City Council of the City Lockhart, Texas and the Commissioners Court of the County of Caldwell, Texas:

Section 1. Short Title--This ordinance shall be known and may be cited as "Lockhart Municipal Airport Hazard Zoning Ordinance".

Section 2. Definitions--As used in this ordinance, unless the context otherwise requires:

- A. Airport--Means Lockhart Municipal Airport.
- B. Airport Elevation--Means the established elevation of the highest point on the usable landing area measured in feet from mean sea level.
- C. Airport Hazard--Means any structure or tree or use of land which obstructs the air space required for the flight of aircraft or which obstructs or interferes with the control or tracking and/or data acquisition in the landing, taking off, or flight at an airport, or at any installation or facility relating to flight, and tracking and/or data acquisition of the flight craft; is hazardous, interferes with, or obstructs such landing, taking off, or flight of aircraft or which is hazardous to or interferes with tracking and/or data acquisition pertaining to flight and flight vehicles.
- D. Airport Hazard Area--Means any area of land or water upon which an airport hazard might be established if not prevented as provided in this ordinance.

- E. **Airport Reference Point**--Means the point established as the approximate geographic center of the airport land area and so designated.
- F. **Approach Surface**--A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 4 of this ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
- G. **Approach, Transitional, Horizontal, and Conical Zones**--These zones are set forth in Section 3 of this ordinance.
- H. **Board of Adjustment**--The City of Lockhart Board of Adjustment as appointed by the City Council of the City of Lockhart, Texas as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann., #241.032 (Vernon 1988).
- I. **Conical Surface**--A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four-thousand (4,000) feet.
- J. **Hazard to Air Navigation**--An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
- K. **Height Reference**--For the purpose of determining the height limits in all zones set forth in this ordinance and shown on the zoning map, the datum shall be mean sea level elevation.
- L. **Horizontal Surface**--A horizontal plane one-hundred-fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.
- M. **Joint Airport Zoning Board**--Means a board consisting of five (5) members, two (2) members appointed by the City Council of the City of Lockhart, Texas and two (2) members appointed by the Commissioners Court of Caldwell County, Texas. The four (4) members so appointed shall elect a fifth (5th) member who shall serve as chairman of said Lockhart-Caldwell County Joint Airport Zoning Board.
- N. **Landing Area**--Means the surface area of the airport used for the landing, take-off, or taxiing of aircraft.
- O. **Nonconforming Use**--Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this ordinance or an amendment thereto.
- P. **Obstruction**--Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section 4 of this ordinance.
- Q. **Person**--Means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.
- R. **Primary Surface**--A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends two-hundred (200) feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of the runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
 - (1) The width of the primary surface for other than utility runways is five-hundred (500) feet for nonprecision instrument runways having nonprecision instrument approaches with visibility minimums greater than three-fourths statute mile.
 - (2) The width of the primary surface for a utility runway with only visual approaches is two-hundred-fifty (250) feet.

- S. **Runway**--A defined area on an airport prepared for landing and take-off of aircraft along its length.
- T. **Structure**--An object, including a mobile object, constructed or installed by man, including, but not limited to, buildings, towers, cranes, smokestacks, earth formations, and overhead transmission lines.
- U. **Transitional Surfaces**--These surfaces extend outward at ninety (90) degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal surface.
- V. **Tree**--Any object of natural growth.
- W. **Visual Runway**--A runway intended solely for the operation of aircraft using visual approach procedures.
- X. **Utility Runway**--A runway that is constructed for and intended to be used by propeller driven aircraft twelve-thousand-five-hundred (12,500) pounds maximum gross weight and less.
- Y. **Other Than Utility Runway**--A runway that is constructed for and intended to be used by propeller driven single engine and multi-engine aircraft and some turbine engine and jet engine aircraft with a maximum gross weight in excess of twelve-thousand-five-hundred (12,500) pounds.
- Z. **Nonprecision Instrument Runway**--A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.

Section 3. Zones--In order to carry out the provisions of this ordinance, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transition surfaces, horizontal surface, and conical surface as they apply to Lockhart Municipal Airport, Lockhart, Texas. Such zones are shown on the Lockhart Municipal Airport Zoning Map consisting of one (1) sheet, prepared by the City of Lockhart, Texas, and dated December 18, 1991, which is attached to this ordinance and made a part hereof. An area located in more than one of the following zones is considered to be only in the zone with more restrictive height limitation. The various zones are hereby established and defined as follows:

A. Approach Zone

- (1) **Runway 18-36**--Approach zone is established beneath the approach surfaces at the ends of Runway 18-36 on Lockhart Municipal Airport for nonprecision instrument landings and take-offs with visibility minimums greater than three-fourths statute mile. The inner edge of the approach zones shall have a width of five-hundred (500) feet which coincides with the width of the primary surface at a distance of two-hundred (200) feet beyond each end of the runway, widening thereafter uniformly to a width of three-thousand-five-hundred (3,500) feet at a horizontal distance of ten-thousand (10,000) feet beyond the ends of the primary surface, its centerline being the continuation of the centerline of the runway.
- (2) **Runway 4-22**--Approach zone is established beneath the approach surfaces at the ends of Runway 4-22 on Lockhart Municipal Airport for visual landings and take-offs. The inner edge of the approach zones shall have a width of two-hundred-fifty (250) feet which coincides with the width of the primary surface at a distance of two-hundred (200) feet beyond each end of the runway, widening thereafter uniformly to a width of one-thousand-two-hundred-fifty (1,250) feet at horizontal distance of five-thousand (5,000) feet beyond the ends of the primary surface, its centerline being the continuation of the centerline of the runway.

- B. **Transition Zones**--Transition zones are hereby established beneath the transition surfaces adjacent to the runways and approach surfaces as indicated on the zoning map. Transition surfaces, symmetrically located on either side of the runways, have variable widths as shown on the zoning map. Transitional surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of seven (7) to one (1) from the sides of the primary surfaces and from the sides of the approach surfaces.

- C. **Horizontal Zone**--The area beneath a horizontal plane one-hundred-fifty (150) feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of ten-thousand (10,000) feet radii from the center of each end of the primary surface of Runway 18-36 and connecting the adjacent arcs by lines tangent to those arcs.
- D. **Conical Zone**--The area beneath the conical surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) to one (1) for a horizontal distance of four-thousand (4,000) feet.

Section 4. Height Limitations--Except as otherwise provided in this ordinance, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by this ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:

A. Approach Zones

- (1) **Runway 18-36**--One (1) foot in height for each thirty-four (34) feet in horizontal distance beginning at the ends of and at the elevation of the primary surface and extending to a point ten-thousand (10,000) feet from the ends of the primary surface.
- (2) **Runway 4-22**--One (1) foot in height for each twenty (20) feet in horizontal distance beginning at the ends of and at the elevation of the primary surface and extending to a point five-thousand (5,000) feet from the ends of the primary surface.

- B. **Transition Zone**--Slopes seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surfaces and the approach surfaces, and extending to a height of one-hundred-fifty (150) feet above the airport elevation which is five-hundred-thirty-one (531) feet above mean sea level.
- C. **Horizontal Zone**--Established at one-hundred-fifty (150) feet above the airport elevation, or a height of six-hundred-eighty-one (681) feet above mean sea level.
- D. **Conical Zone**--Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at one-hundred-fifty (150) feet above the airport elevation and extending to a height of three-hundred-fifty (350) feet above the airport elevation which is eight-hundred-eighty-one (881) feet above mean sea level.
- E. **Excepted Height Limitations**--Nothing in this ordinance shall be construed as prohibiting the growth, construction, or maintenance of any tree or structure to a height up to fifty (50) feet above the surface of the land.

Section 5. Use Restrictions

- A. No use shall be made of any facility, machinery, or device within the airport hazard boundary which will emit any electromagnetic radiation that causes interference with navigational signals or radio communications between the airport and aircraft using or intending to use the Lockhart Municipal Airport.
- B. No use shall be made of any facility, machinery, or device within the airport hazard boundary which will result in difficulty distinguishing between airport lights, result in glare or otherwise impair visibility, create the potential for bird strikes, or vent emissions which will result in the instability of aircraft using or intending to use Lockhart Municipal Airport.

Section 6. Nonconforming Uses

- A. **Regulations not Retroactive**--The regulations prescribed by this ordinance shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this ordinance, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this ordinance, and is diligently prosecuted.

- B. **Marking and Lighting**--Notwithstanding the preceding provision of this section, the owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markings, markers, and lights as shall be deemed necessary by the City Manager of the City of Lockhart, Texas, or his designated representative to indicate to the operators of aircraft in the vicinity of Lockhart Municipal Airport, the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Lockhart, Texas.

Section 7. Permits

- A. **Future Uses**--Except as specifically provided in (1) and (2), hereunder, no material change shall be made in the use of land, no structure shall be erected or otherwise established, and no tree shall be allowed to grow which will exceed a height of fifty (50) feet above the ground in any zone hereby created unless a permit therefore shall have been applied for and granted. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted. No permit for a use inconsistent with the provisions of this ordinance shall be granted unless a variance has been approved in accordance with Section 7, paragraph D.

- (1) In the area lying within the limits of the horizontal zone and conical zone, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed for such zones.
- (2) In areas lying within the limits of the approach zones, but at a horizontal distance of not less than four-thousand-two-hundred (4,200) feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.

Nothing contained in any foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this ordinance except as set forth in Section 4, paragraph E.

B. Permit Procedures

- (1) When a structure, whether fixed, mobile, or temporary, is to be erected or when a tree is grown within any area of the airport hazard boundary and the highest point of such structure or tree will exceed fifty (50) feet above the ground, the provisions of Section 28-5-1, Article 28, Zoning, City of Lockhart Code of Ordinances shall apply, with the additional provision that a certificate, signed by an appropriate professional, stating the highest ground elevation of the site, structure height, or mature tree height, elevation of the highest point of the structure or the tree, and the hazard boundary elevation for that site shall be included. All elevations shall be determined from the Lockhart Municipal Airport Hazard Zoning Map, prepared by the City of Lockhart, dated December 18, 1991, and shall not require field surveys.
- (2) Any permit request which indicates, in the opinion of the Zoning Administrator, that such structure, tree, or use may cause a hazard to aircraft using or intending to use the Lockhart Municipal Airport shall be reviewed by the Joint Airport Zoning Board.
 - (a) The five (5) day approval requirement prescribed in the City of Lockhart Code of Ordinances is hereby extended to thirty (30) days when such action is to be taken and the applicant is so notified by ordinary mail.
 - (b) A posted meeting of the Joint Airport Zoning Board shall be scheduled from between ten (10) to twenty (20) days of the application date.

- (c) The Joint Airport Zoning Board shall determine, with advice from the Lockhart Municipal Airport Advisory Board, if such structure, tree, or use will constitute a hazard to aircraft using or intending to use the Lockhart Municipal Airport.
 - (d) If it is determined that such structure, tree, or use is not a hazard and all other requirements of said Section 28-5-1 have been met, the permit request shall be approved.
 - (e) If it is determined that the addition of appropriate markings, markers, lights, beacons, and/or shields will eliminate such hazard and the permit application is modified to include the installation, operation, and maintenance of such devices or markings at the expense of the owner of such structure or tree, and all other requirements of said Section 28-5-1 have been met, the permit request shall be approved.
 - (f) If it is determined that the use can be safely permitted by engineering and/or design modifications, the building permit application modified to include such changes, and all other requirements of said Section 28-5-1 have been met, the permit request shall be approved.
 - (g) If it is determined that such structure, tree, or use will constitute a hazard which can not be mitigated, the permit request shall be denied.
 - (h) Upon denial of a permit request, the owner may appeal to the Board of Adjustment as provided in Section 28-4-5, Article 28, Zoning, City of Lockhart Code of Ordinances. Additionally, those aggrieved by the approval of such permit request may appeal such approval to the Board of Adjustment.
- C. **Existing Uses**--No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use, structure, or tree to be made or become higher, or become a greater hazard to air navigation, than it was on the effective date of this ordinance or any amendments thereto or than it is when the application for a permit is made. Except as indicated, all applications for such permit shall be granted.
- D. **Nonconforming Uses Abandoned Or Destroyed**--Whenever the City Manager of the City of Lockhart, Texas or his designated representative determines that a nonconforming structure or tree has been abandoned or more than eighty (80) percent torn down, physically deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations.
- E. **Variances**
- (1) Any person desiring to erect or increase the height of a structure or permit the growth of a tree such that its height will exceed the elevation of the hazard boundary elevation for that location or to use their property in violation of this ordinance shall apply to the Board of Adjustment for a variance as prescribed in said Section 28-4-5, as modified below.
 - (2) Such application shall be accompanied by a determination of the Federal Aviation Administration concerning the effect of the proposal on the operation of air navigation facilities and to the safe and efficient use of navigable airspace.
 - (3) There shall be a posting of a meeting of the Joint Airport Zoning Board. The meeting shall be held at least seven (7) days prior to the meeting of the Board of Adjustment. The Joint Airport Zoning Board shall determine, with advice from the Lockhart Municipal Airport Advisory Board, if a grant of the variance will constitute a hazard to aircraft using or intending to use Lockhart Municipal Airport.

- (4) The Joint Airport Zoning Board, not less than three (3) days prior to the meeting of the Board of Adjustment, shall provide a written recommendation for approval, approval with modification, or for denial of the requested variance and shall include the reason(s) for such recommendation.
- (5) Failure of the Joint Airport Zoning Board to provide such recommendation shall not preclude nor delay action by the Board of Adjustment.
- (6) Such recommendations of the Joint Airport Zoning Board shall not be separately appealed, but may be argued by the applicant or any other person appearing at the Board of Adjustment hearing.

F. **Obstruction Marking and Lighting**--Any permit or variance granted may, if such action is deemed advisable by the City Manager of the City of Lockhart, Texas or his designated representative or the Board of Adjustment to effectuate the purpose of this ordinance and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree in question to allow the City Manager of the City of Lockhart, Texas or his designated representative to install, operate, and maintain, at the expense of the owner, such markings and lights as may be necessary.

Section 8. Enforcement--It shall be the duty of the City Manager of the City of Lockhart, Texas or his designated representative to administer and enforce the regulations prescribed herein. Applications for permits shall be made to the City Manager of the City of Lockhart, Texas or his designated representative upon a form published for that purpose. The permit procedures established by the City of Lockhart, Texas shall be used. Applications required by this ordinance to be submitted to the City Manager of the City of Lockhart, Texas or his designated representative shall be promptly considered and granted or denied. Applications for variances shall be made to the Board of Adjustment by first filing said application for variance with the City Manager of the City of Lockhart, Texas or his designated representative who shall forthwith transmit said application to the Board of Adjustment for determination.

Section 9. Board of Adjustment

- A. There is hereby created a Board of Adjustment to have and exercise the following powers:
 - (1) to hear and decide appeals from any order, requirement, decision, or determination made by the City Manager of the City of Lockhart, Texas or his designated representative in the enforcement of this ordinance;
 - (2) to hear and decide requests for variance to the terms of this ordinance upon which such Board of Adjustment under such regulations may be required to pass;
 - (3) to hear and decide requests for special exception to the terms of this ordinance upon which such Board of Adjustment under such regulations may be required to pass;
- B. The City of Lockhart Board of Adjustment is hereby declared to be the Airport Board of Adjustment under this ordinance and shall be governed by policies, rules, and procedures in effect under the city ordinance creating the City of Lockhart Board of Adjustment.

Section 10. Appeals

- A. Any person aggrieved, or any taxpayer affected, by any decision of the City Manager of the City of Lockhart, Texas or his designated representative made in his administration of this ordinance, if of the opinion that a decision of the City Manager of the City of Lockhart, Texas or his designated representative is an improper application of these regulations, may appeal to the Board of Adjustment.
- B. All appeals hereunder must be taken within a reasonable time as provided by the rules of the Board of Adjustment, by filing with the City Manager of the City of Lockhart, Texas or his designated representative a notice of appeal specifying the grounds thereof. The City Manager of the City of Lockhart, Texas or his designated representative shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.

- C. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the City Manager of the City of Lockhart, Texas or his designated representative certifies to the Board of Adjustment, after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate, a stay would, in the opinion of the City Manager of the City of Lockhart, Texas or his designated representative cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the City Manager of the City of Lockhart, Texas or his designated representative and on due cause shown.
- D. The Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person, by agent, or by attorney.
- E. The Board of Adjustment may in conformity with the provisions of this ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination, as may be appropriate under the circumstances.

Section 11. Judicial Review--Any person aggrieved, or any taxpayer affected, by any decision of the Board of Adjustment, may appeal to a court of competent jurisdiction, as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann. #241.041 (Vernon 1988).

Section 12. Enforcement and Remedies--The City Council of the City of Lockhart, Texas and the Lockhart-Caldwell County Joint Airport Zoning Board may institute in any court of competent jurisdiction, an action to prevent, restrain, correct, or abate any violation of this ordinance or of any order or ruling made in connection with its administration or enforcement including, but not limited to, an action for injunctive relief as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann. #241.044 (Vernon 1988).

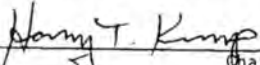
Section 13. Penalties--Each violation of this ordinance or of any regulation order, or ruling promulgated hereunder shall constitute a misdemeanor and upon conviction shall be punishable by a fine of not more than one-thousand-dollars (\$1,000.00) and each day a violation continues to exist shall constitute a separate offense.

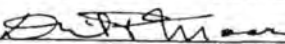
Section 14. Conflicting regulations--Where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail as provided by the Airport Zoning Act, Tex. Local Gov't. Code Ann. #241.044 (Vernon 1988).

Section 15. Severability--If any of the provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

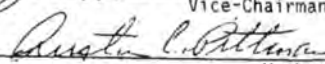
Section 16. Repeal of Previous Airport Zoning Ordinance--This ordinance supersedes all previous airport zoning ordinances.

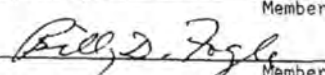
Section 17. Effective Date--Whereas, the immediate operation of the provisions of this ordinance is necessary for the preservation of the public health, public safety, and general welfare an **Emergency** is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage by the Joint Airport Zoning Board and publication and posting as required by law. Adopted by the Lockhart-Caldwell County Joint Airport Zoning Board this 18th day of December, 1991.

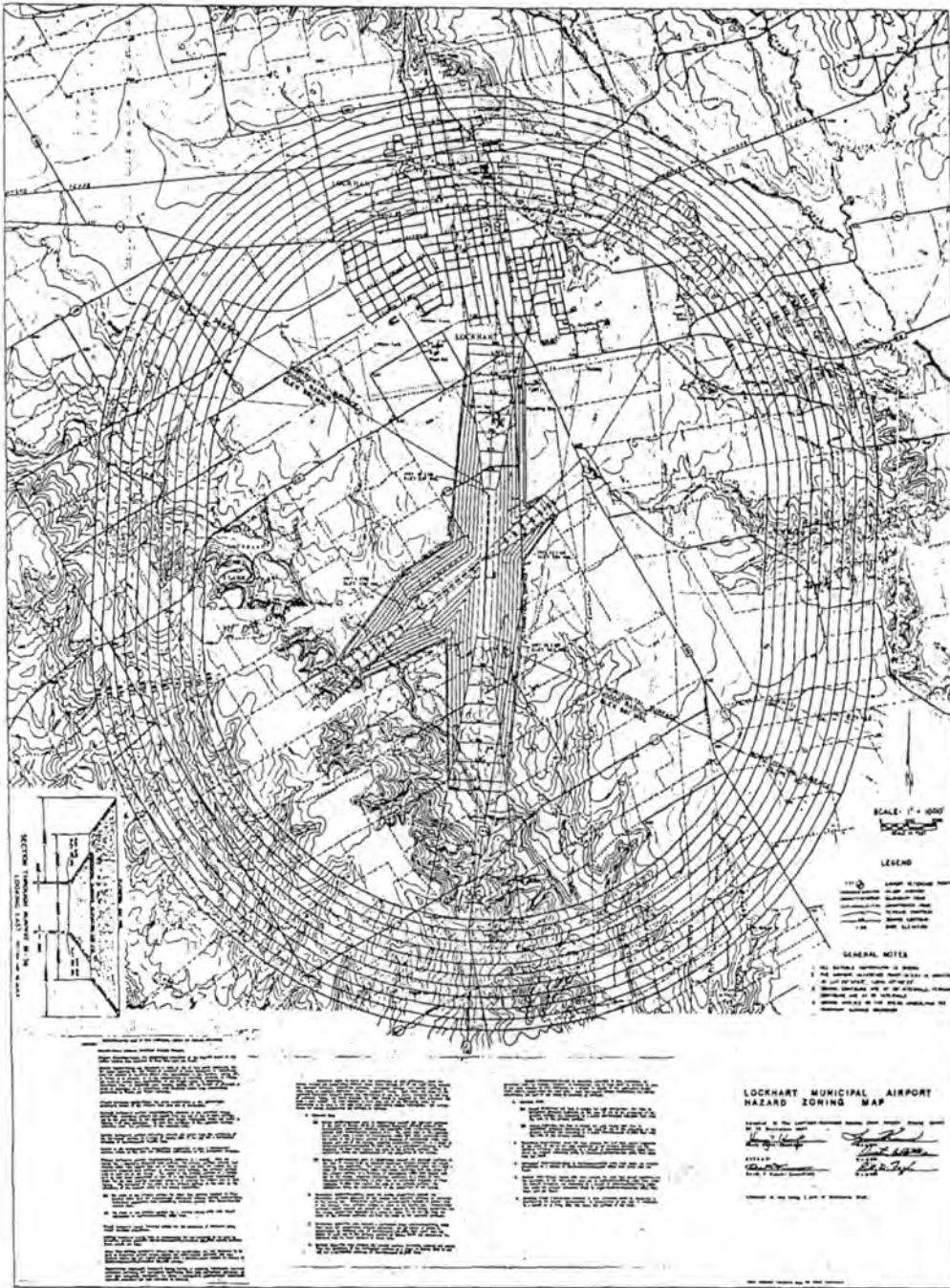

Chairman


Secretary


Vice-Chairman


Member


Member



FILED this 10th day of *Case* 1992
 at 3:00 P. M.
Nina S. Sells
 NINA S. SELLS
 CLERK COUNTY COURT, CALDWELL CO., TEX

STATE OF TEXAS COUNTY OF CALDWELL
 I hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly
 recorded in the volume and page of the named records
 of Caldwell County, Texas as stamped hereon by me.

MAR 3 92



Nina S. Sells
 NINA S. SELLS
 COUNTY CLERK, CALDWELL COUNTY, TEXAS

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2024-02 of the City of Lockhart, Texas establishing and clarifying an administrative procedure for the nomination of members of City boards, Commissions, and committees.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: On January 18, 2022, the City Council adopted a resolution establishing an administrative procedure for appointing members to city boards and committees.

On December 19, 2023, the City Council directed staff to clarify that the procedure for appointing members to city boards and committees will include a two-step process.

Resolution 2024-02 includes detail that the administrative procedure will include a two-step process:

Nominations will be placed on agendas in a two step process. First, listed as “announcement of nomination” to provide adequate time for Councilmembers to consider the nomination followed by subsequent meeting listed as “discussion and/or action to consider nomination.”

On January 2, 2024, the City Council directed staff to provide additional clarification that the procedure for appointing members to city boards and committees will include detail on the application of the two-step process regarding nomination categories.

Resolution 2024-02 includes detail on the application of the two-step process regarding nomination categories :

The two-step process set forth in Section 7 does not apply to the renomination of the same person to the same board position for a new term. Council action on such renominations can occur at one meeting.

The two-step process set forth in Section 7 does apply to the nomination of a currently serving board member if the nominee is changing board positions or is being nominated to serve on a different City board.

The two-step process set forth in Section 7 does apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: December 19, 2023 and January 2, 2024 there was Council discussion regarding procedure for appointing members to city boards and committees.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: DRAFT MARK UP Resolution 2024-02, Resolution 2024-02, Resolution 2022-03

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AND CLARIFYING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council previously established an administrative procedure for the nomination of such members by the adoption of Resolution 2022-03; and

WHEREAS, the City Council desires to clarify its procedure for nominations of members by adoption of this resolution, which shall supersede Resolution 2022-03;

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

1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.
7. Nominations for a position on any City board will be placed on agendas in a two-step process. First, they shall be noticed as "announcement of nomination" on one agenda to provide adequate time for Councilmembers to consider the nomination, followed by a notice on a subsequent agenda for "discussion and/or action on the nomination."
8. The two-step process set forth in Section 7 **does not** apply to the renomination of the same person to the same board position for a new term. Council action on such renominations can occur at one meeting.
9. The two-step process set forth in Section 7 **does** apply to the nomination of a currently serving board member if the nominee is changing board positions or is being nominated to serve on a different City board.
10. The two-step process set forth in Section 7 **does** apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

PASSED AND ADOPTED on this the 16th day of January 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford E. Bullock, City Attorney

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AND CLARIFYING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council previously established an administrative procedure for the nomination of such members by the adoption of Resolution 2022-03; and

WHEREAS, the City Council desires to clarify its procedure for nominations of members by adoption of this resolution, which shall supersede Resolution 2022-03;

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

1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.
7. Nominations for a position on any City board will be placed on agendas in a two-step process. First, they shall be noticed as "announcement of nomination" on one agenda to provide adequate time for Councilmembers to consider the nomination, followed by a notice on a subsequent agenda for "discussion and/or action on the nomination."
8. The two-step process set forth in Section 7 **does not** apply to the renomination of the same person to the same board position for a new term. Council action on such renominations can occur at one meeting.
9. The two-step process set forth in Section 7 **does** apply to the nomination of a currently serving board member if the nominee is changing board positions or is being nominated to serve on a different City board.
10. The two-step process set forth in Section 7 **does** apply to the nomination of a person who currently holds an alternate position if the purpose of the nomination is to elevate them to a regular position on the same board.

PASSED AND ADOPTED on this the 16th day of January 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford E. Bullock, City Attorney

RESOLUTION 2022-03

A RESOLUTION OF THE CITY OF LOCKHART, TEXAS, ESTABLISHING AN ADMINISTRATIVE PROCEDURE FOR THE NOMINATION OF MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the City of Lockhart has established certain boards, commissions and committees; and

WHEREAS, a procedure for appointment of members of such boards, commissions, and committees is contained in Sections 2-209 and 2-210 of the City's Code of Ordinances; and

WHEREAS, the City Council desires to establish an administrative procedure for the nomination of such members;

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

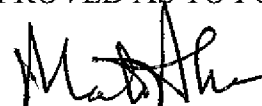
1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.
2. All persons requesting such appointment shall complete the aforesaid application form.
3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.
4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.
5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.
6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.

PASSED AND ADOPTED on this the 18th day of January, 2022.

CITY OF LOCKHART


Lew White, Mayor

APPROVED AS TO FORM:


Monte Akers, City Attorney

ATTEST:


Connie Constancio, TRMC, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider moving the appointment of Frank Gomillion from the Electric Board to the Historical Preservation Commission by Mayor Lew White with a term to expire November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Frank Gomillion is currently a member of the Electric Board. Mayor White requests to move Frank Gomillion from the Electric Board to the Historical Preservation Commission.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: January 2, 2024 Council meeting: moving appointment from the Electric Board to the Historical Preservation Commission was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Frank Gomillion application Historical Preservation Commission

CITY OF LOCKHART
ADVISORY BOARD/COMMISSION QUESTIONNAIRE/APPLICATION

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name FRANK GOMILLION		Preferred Name SAME	
Physical Home Address 432 TRINITY STREET			
Mailing Address (if different)			
City LOCKHART	State TX		Zip 78644
Home Phone 512-665-7604		Work Phone	
Mobile Phone 512-665-7604			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☒ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

As a licensed and practicing Architect, I have been involved with historic preservation, both personally and professionally, for over 30 years.
--

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☒	☐	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: <u>ELECTRICAL BOARD OF APPEALS</u>

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.



Applicant's Signature

12/18/2023

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org

APPLICANT'S NAME: Frank Gomillion

BOARD NAME(S): Historical Preservation Commission

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: 1996

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: SEPT. 23, 1996

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: ELECTRIC BOARD - INTENT IS TO REMOVE MR. GOMILLION FROM ELECTRIC BOARD TO APPOINT TO HISTORICAL PRESERVATION COMMISSION

BOARD SPECIFIC QUALIFICATIONS:

LHPC

- Y or N Registered architect? (must have one)
If no, current # members registered architect? 22900
- Y or N Planner or rep. of a design profession? (must have one)
If no, current # members planner/design profession? _____
- Y or N Registered professional engineer in the State of Texas? (must have one)
If no, current # members registered engineer? _____
- Y or N Member of a nonprofit historical organization of Caldwell County? (must have one)
If no, current # members a member of above? _____
- Y or N Local licensed real estate broker or member of the financial community? (must have one)
If no, current # members of above? _____
- Y or N Owner of an historic landmark residential building? (must have one)
If no, current # members of above? _____
- Y or N Owner or tenant of a business property that is an historic landmark or in an historic district? (must have one)
If no, current # members of above? _____
- Y or N Member of the Caldwell County Historical Commission? (must have one)
If no, current # members of above? _____
- Y or N City Resident?
Y or N If no, Caldwell County resident? N/A - HE IS A LOCKHART RESIDENT
(one Caldwell County resident who is also an owner of real property within any local historic district)
How many members are qualified county residents? _____

Lockhart Historical Preservation Commission meets on the first and third Wednesday at 5:30 p.m. each month. Members of the Commission shall whenever possible meet one or more the following qualities: a registered architect, planner or representative of a design profession; a registered professional engineer in the State of Texas; a member of a nonprofit historical organization of Caldwell County; a local licensed real estate broker or member of the financial community; an owner of an historic landmark residential building; an owner or tenant of a business property that is an historic landmark or in an historic district; and a member of the Caldwell County Historical Commission. One Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member. The Board consists of seven members that serve a three-year term. The City Planner is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES:

LOCKHART HISTORICAL PRESERVATION COMMISSION

Seven (7) members - staggered three (3) year terms
Commission created September 23, 1993

First Name	Last Name	Title	Address1	Status?	Home# (512)	Work# (512)	Cell# (512)	Council Member	Term Exp	Date Appt	Email
Ray	Ramsey		411 S. Main St.	Downtown historic property owner			787-6065	Angie Sanchez	Nov-22	7/7/2020	ramsevr52@gmail.com
Kevin Randy	Thuerwaechter		409 W. San Antonio St.				689-1034	Brad Westmorel and	Nov-25	12/20/2022	kthuerwaechter@mac.com
Vacant	Michel Royal	Resigned Dec. 16, 2023	PO Box 419 629 Cibola	Member Caldwell County His Comm	398-2612	353-2800	557-6490	Jeffrey Michelson	Nov-22	7/7/2020	Bluemoozeroval10@yahoo.com
Christine	Ohlendorf		815 W. San Antonio St.				940-4784	Juan Mendoza	Nov-22	6/20/2020	ccohlen@gmail.com
Ron	Faulstich		121 Nueces St.	Downtown historic property business		398-5352	785-4331	David Bryant	Nov-22	10/20/2020	ron@pslockhart.com
Vacant	John Lairson	elected to council 11.7.23						Mayor White			
Vacant								John Lairson			

Assistant City Planner is Staff Liaison

Updated: December 27, 2023

NOTES:

Sec. 28-3. Historical preservation commission.

(b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities:

- (1) A registered architect, planner or representative of a design profession,
- (2) A registered professional engineer in the State of Texas,
- (3) A member of a nonprofit historical organization of Caldwell County,
- (4) A local licensed real estate broker or member of the financial community,
- (5) An owner of an historic landmark residential building,
- (6) An owner or tenant of a business property that is an historic landmark or in a historic district,
- (7) A member of the Caldwell County Historical Commission.

Section 2-210-(f). Method of selection; number of members; terms

(f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider moving the appointment of Marica Proctor from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission by Councilmember Jeffry Michelson with a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Jeffry Michelson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Marcia Proctor is currently a member of the Zoning Board of Adjustment and Appeals. Councilmember Michelson requests to move Marcia Proctor from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: January 2, 2024 Council meeting: moving appointment from the Zoning Board of Adjustment and Appeals to the Historical Preservation Commission was announced.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: N/A

LIST OF SUPPORTING DOCUMENTS: Marcia Proctor application Historical Preservation Commission

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATION

Full Legal Name <u>Marcia Jean Proctor</u>		Preferred Name	
Physical Home Address <u>515 So Main Lockhart TX 78644</u>			
Mailing Address (if different) <u>PO Box 435</u>			
City <u>Lockhart</u>	State <u>TX</u>	Zip <u>78644</u>	
Home Phone <u>—</u>		Work Phone <u>—</u>	
Mobile Phone <u>214-288-9138</u>			
Email Address <u>mproctor001@gmail.com</u>			
Date of Birth	<u>9/25/1947</u>		

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☐ Airport Advisory Board	☒ Historical Preservation Commission
☐ Zoning Board of Adjustment & Appeals	☐ Hotel Occupancy Tax Advisory Board
☐ Charter Review Commission	☐ Library Advisory Board
☐ Construction Board of Appeals	☐ Parks & Recreation Advisory Board
☐ Economic Development Corp (1/2 Cent Sales Tax)	☐ Planning & Zoning Commission
☐ Electric Board	

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

- Own a historically designated Lockhart home since 1982 - Restored this home - served on city council during development phase of historic preservation ordinance, restoration of Clark library - worked on preservation of Brock Cabin in 1980s - currently serve on Bd of Adjustments, but will resign if appointed to H.P.C
--

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2.209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☒	☐	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: <u>Bd of Adjustments / Appeals</u>

For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.

Marcia J. Prieto
Applicant's Signature

Dec 24, 2023
Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
jbowemon@lockhart-tx.org

APPLICANT'S NAME: Marcia Proctor

BOARD NAME(S): Historical Preservation Commission

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.

Date of residency in Lockhart: 2018

- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.

Date qualified voter in Lockhart: DEC. 10, 2018

- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.

Removed from another board? YES or NO

If yes, date _____ and board _____

- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.

Serves on another board? YES or NO

If yes, board currently serving: BOARD OF ADJUSTMENT - INTENT IS TO REMOVE MS. PROCTOR FROM THE BOARD OF ADJUSTMENT TO APPOINT TO HISTORICAL PRESERVATION COMMISSION

BOARD SPECIFIC QUALIFICATIONS:

LHPC

- Y or N Registered architect? (must have one)
If no, current # members registered architect? _____
- Y or N Planner or rep. of a design profession? (must have one)
If no, current # members planner/design profession? _____
- Y or N Registered professional engineer in the State of Texas? (must have one)
If no, current # members registered engineer? _____
- Y or N Member of a nonprofit historical organization of Caldwell County? (must have one)
If no, current # members a member of above? _____
- Y or N Local licensed real estate broker or member of the financial community? (must have one)
If no, current # members of above? _____
- Y or N Owner of an historic landmark residential building? (must have one) 515 SOUTH MAIN
If no, current # members of above? _____
- Y or N Owner or tenant of a business property that is an historic landmark or in an historic district?
(must have one)
If no, current # members of above? _____
- Y or N Member of the Caldwell County Historical Commission? (must have one)
If no, current # members of above? _____
- Y or N City Resident?
Y or N If no, Caldwell County resident? N/A SHE IS A LOCKHART RESIDENT
(one Caldwell County resident who is also an owner of real property within any local historic district)
How many members are qualified county residents? _____

Lockhart Historical Preservation Commission meets on the first and third Wednesday at 5:30 p.m. each month. Members of the Commission shall whenever possible meet one or more the following qualities: a registered architect, planner or representative of a design profession; a registered professional engineer in the State of Texas; a member of a nonprofit historical organization of Caldwell County; a local licensed real estate broker or member of the financial community; an owner of an historic landmark residential building; an owner or tenant of a business property that is an historic landmark or in an historic district; and a member of the Caldwell County Historical Commission. One Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member. The Board consists of seven members that serve a three-year term. The City Planner is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES:

LOCKHART HISTORICAL PRESERVATION COMMISSION

Seven (7) members - staggered three (3) year terms
Commission created September 23, 1993

First Name	Last Name	Title	Address1	Status?	Home# (512)	Work# (512)	Cell# (512)	Council Member	Term Exp	Date Appt	Email
Ray	Ramsey		411 S. Main St.	Downtown historic property owner			787-6065	Angie Sanchez	Nov-22	7/7/2020	ramseyr52@gmail.com
Kevin Randy	Thuerwaechter		409 W. San Antonio St.				689-1034	Brad Westmoreland	Nov-25	12/20/2022	kthuerwaechter@mac.com
Vacant	Michel Royal	Resigned Dec. 16, 2023	PO Box 419 629 Cibola	Member Caldwell County His Comm	398-2612	353-2800	557-6490	Jeffy Michelson	Nov-22	7/7/2020	bluemoozero@yahoo.com
Christine	Ohlendorf		815 W. San Antonio St.				940-4784	Juan Mendoza	Nov-22	6/20/2020	ccohlen@gmail.com
Ron	Faulstich		121 Nueces St.	Downtown historic property/ business		398-5352	785-4331	David Bryant	Nov-22	10/20/2020	ron@pslockhart.com
Vacant	John Lairsen	elected to council 11.7.23						Mayor White			
Vacant								John Lairsen			

Assistant City Planner is Staff Liaison

Updated: December 27, 2023

NOTES:

Sec. 28-3. Historical preservation commission.

- (b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities:
- (1) A registered architect, planner or representative of a design profession,
 - (2) A registered professional engineer in the State of Texas,
 - (3) A member of a nonprofit historical organization of Caldwell County,
 - (4) A local licensed real estate broker or member of the financial community,
 - (5) An owner of an historic landmark residential building,
 - (6) An owner or tenant of a business property that is an historic landmark or in a historic district,
 - (7) A member of the Caldwell County Historical Commission.

Section 2-210-(f). Method of selection; number of members; terms

(f) At the discretion of the majority of the city council, one Caldwell County resident, who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider request from Mayor White to reappoint his nominations for appointments to City boards and commissions.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On January 19, 2021, the City Council approved the re-appointment of nominations to City boards and commissions made by Mayor White. Following his re-election as Mayor in 2023, Mayor White requests to re-appoint the following:

- Airport Board: Benny Hilburn
- Board of Adjustment: Mike Annas
- Construction Board: Raymond DeLeon
- Lockhart Economic Development Corporation: Alan Fielder
- Electric Board: No Nomination made at this time
- Historical Preservation: (currently on the Jan. 16th agenda to consider appointing Frank Gomillion)
- Library Board: Stephanie Riffin
- Parks and Recreation: Karla Tate
- Planning & Zoning: Ron Peterson
- Impact Fee Adv. Comm: Larry Metzler

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: City of Lockhart Code of Ordinances Section 2-210: Method of Selection, Number of Members, Terms

Sec. 2-210. Method of selection; number of members; terms.

- (a) The mayor and city councilmembers shall nominate individuals to serve on boards and commissions. Each nomination shall then be confirmed by a simple majority of the entire city council.
 - (b) Except as provided herein, there shall be seven members appointed to each board or commission corresponding with the seven members or places of the city council. Each city councilmember, except as provided herein, shall nominate a qualified person to serve in a place on an appointed body corresponding to their place on the council. At-large councilmembers shall be designated as places 5 and 6, and the mayor's position as place 7, for the purpose of this section. Nominations shall be made to fill vacant positions and/or positions whose terms have expired within 45 days of the event, such as a resignation or an election. Should any city councilmember fail to name an appointee to one of his/her corresponding places on any body within the above-described 45 days, another councilmember shall then have the privilege to nominate a person to fill that same position, as described in subsection (a). However, once that position becomes vacant again for any reason, the appointment shall revert to the place corresponding with the original city council seat/place number for nominations.
 - (c) Beginning with the election in May, 1998, the council shall nominate and confirm four members to serve in places 1, 2, 5, 6 on each board and commission in accordance with subsections (a) and (b) above, and with the standards set in Ordinance Number 97-09, Governance Policies. With the election of May, 1999, the remaining three places shall be filled following the same procedure as above.
 - (d) Terms of service on appointed bodies shall be the same three-year terms as the councilmember who nominates a person to serve. However, a person may be appointed to complete the unexpired term of a vacant position, due to a resignation, for example.
 - (e) When a person has completed a term, or terms, of service and will be vacating a place, that person may continue to serve until a replacement is nominated and confirmed by the city council.
 - (f) At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission.
 - (g) Exceptions to the above regulations shall be all volunteer/special purpose/ad hoc committees appointed from time to time by the city council and the zoning board of adjustments, whose members shall serve two-year terms in accordance with V.T.C.A., Local Government Code § 211.008. All other provisions of this section, and Ordinance No. 97-09 which do not conflict with the chapters establishing these bodies shall be applicable.
- (Ord. No. 97-10, §§ 1, 2, 6-3-97; Ord. No. 97-12, § I(G), 7-15-97; Ord. No. 98-18, § I, 8-4-98; Ord. No. 98-32, § I, 11-17-98; Ord. No. 98-36, § 1(a), 12-15-98; Ord. No. 00-23, § 1, 9-5-00; Ord. No. 2022-08, § 2, 2-1-22)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 16, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider the nomination of Nigel Gusdorf to the Airport Advisory Board by Mayor White for a term to expire in November 2026.

ORIGINATING DEPARTMENT AND CONTACT: Council - Mayor Lew White

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Mayor White has nominated Nifel Gusdorf as his appointment to the Lockhart Airport Advisory Board.

After reviewing the application, Mr. Gusdorf meets the qualifications to serve on a city board and on the Comission.

Resolution 2022-03 was adopted in 2022 establishing administrative procedures for the nomination of board and commission members:

- 1. The City Secretary shall prepare and maintain appropriate application forms to have available for persons interested in applying for membership on City Boards, Commissions, or Committees.*
- 2. All persons requesting such appointment shall complete the aforesaid application form.*
- 3. Nominations for appointment by the Mayor or Councilmembers nominations shall be submitted to the City Secretary at least seven days prior to the scheduled City Council meeting at which the nomination will be considered.*
- 4. The City Secretary shall verify that the nominee meets the applicable qualifications (e.g. residency, occupation, certifications, etc.), as outlined in the member qualifications for each board, commission, or committee in advance of each scheduled appointment.*
- 5. In the event the City Secretary determines that a nominee does not possess the requisite qualifications for appointment, he or she shall notify the Mayor or Councilmember who nominated the nominee, who shall be responsible for communicating the information to the nominee and taking appropriate action.*
- 6. All nominations or appointments of qualified persons to boards, commissions, or committees will be placed on a City Council public agenda with each applicant's name, application (with personal information redacted), identification of the respective board, commission, or committee, and term of the appointment.*

PROJECT SCHEDULE (if applicable): N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Nigel Gusdorf board application , Airport Advisory Board Members , .

In order to be considered for an appointment to a Lockhart Board or Commission, please complete the following application. You may also attach a current resume and letter of interest if you choose.

1. PERSONAL INFORMATIONCITY OF LOCKHART
CITY SECRETARY'S OFFICE

Full Legal Name Nigel Matthew Gusdorf		Preferred Name Nigel	
Physical Home Address 518 Mockingbird Ln			
Mailing Address (if different) (same)			
City Lockhart	State Texas	Zip 78644	
Home Phone na		Work Phone na	
Mobile Phone 512-422-4362			
Email Address			
Date of Birth			

2. AREAS OF INTEREST

Please indicate the position(s) of interest to you.

☒	Airport Advisory Board	☐	Historical Preservation Commission
☐	Zoning Board of Adjustment & Appeals	☐	Hotel Occupancy Tax Advisory Board
☐	Charter Review Commission	☐	Library Advisory Board
☐	Construction Board of Appeals	☐	Parks & Recreation Advisory Board
☐	Economic Development Corp (1/2 Cent Sales Tax)	☐	Planning & Zoning Commission
☐	Electric Board		

In the space below, please explain your interest in the position(s) selected above. Also, please explain any experience you have related to your selection(s).

Previously single engine airplane pilot with IFR, Commercial and Flight Instructor ratings.
Served on the City of Galveston's Airport Advisory Committee from 2016-2021. I resigned in 2021 when we moved from Galveston to Lockhart.
Retired attorney.
Resident of Lockhart since July 1, 2021.

I am interested in supporting Lockhart's airport and aviation community.

3. BOARD MEMBER QUALIFICATIONS

The following are qualifications as outlined in Section 2-209 of the Lockhart Code of Ordinances to serve on a Board/Commission:

YES	NO	Please answer the following questions about Board/Commission qualifications:
☒	☐	Have you been a resident of the State of Texas/City of Lockhart for at least twelve (12) consecutive months preceding appointment?
☒	☐	Are you a registered voter?
☐	☒	Have you been removed from another city board or commission because of failure to attend meetings or for cause within the last three years?
☐	☒	Do you serve on any other City of Lockhart board/commission/committee at this time? If yes, please list: _____

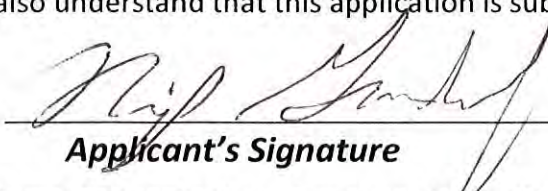
For your reference, the following additional qualifications apply to appointed Board/Commission members:

- A member who is required to be a resident of the city (or county when applicable) when appointed and who thereafter moves his or her primary residence outside of the corporate limits of Lockhart (or county when applicable) vacates his or her position on a board of commission on the date the residency changes.
- The City Council shall have the right, but not the duty, to appoint up to two members who are not city residents but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.
- Any member of a board or commission who is absent from three consecutive regular meetings, or any four non-consecutive regular meetings of the board or commission during any twelve-month period, shall forfeit his or her position and the vacancy occurring shall be declared and filled by the Council.
- Members must maintain their qualifications while serving on a board or commission.
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
- No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization.
- Members appointed serve without compensation.

Certification of Applicant

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I also understand that this application is subject to disclosure under the Texas Public Information Act.

Dec. 5, 2023


Applicant's Signature

Date

Completed application, resume and letter of interest may be submitted in person, email, mail, or by fax to:

City of Lockhart
City Secretary's Office
308 W. San Antonio Street / PO Box 239
Lockhart, TX 78644

Phone: 512.398.3461
FAX: 512.398.510
jbowermon@lockhart-tx.org

BOARD QUALIFICATION CHECKLIST

APPLICANT'S NAME: Nigel Gusdorf

BOARD NAME(S): Airport Advisory Board

The qualifications for members of boards and commissions, except special qualifications for service on a particular board or commission, are as follows:

- Appointees must each be a resident of the State of Texas and a resident of the City of Lockhart for at least twelve (12) consecutive months preceding their appointment unless a particular board's or commission's composition or state law allows for membership by a non-resident of the City.
Date of residency in Lockhart: JULY 2021
- Appointees shall be qualified voters in the City of Lockhart or, if not a resident of the City, of Caldwell County.
Date qualified voter in Lockhart: AUG 5, 2021
- Appointees shall not have been removed from another city board or commission because of failure to attend meetings or for cause within the last three years.
Removed from another board? YES or NO
If yes, date _____ and board _____
- No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission.
Serves on another board? YES or NO
If yes, board currently serving: _____

BOARD SPECIFIC QUALIFICATIONS:

Airport Advisory Board

- Y or N Flight rated? WAS PREVIOUSLY FLIGHT RATED LAST IN 1985.
Five members must be flight rated.
Current # members flight rated? _____
- Y or N City Resident?
Y or N If no, Caldwell County resident? N/A - HE IS A RESIDENT OF LOCKHART
Two county residents allowed to serve.
Current # members county residents? _____
- Y or N Has financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport? *If yes, applicant does not qualify.*

Airport Advisory Board meets only when there are items pending the Board's review. At least five of the seven members must currently be or have been flight rated. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Board. The Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties. Up to two members who are not city residents but are residents of Caldwell County may serve on the Board. Members serve a three-year term. The Public Works Director is the staff liaison.

CITY SECRETARY'S DETERMINATION OF APPLICANT'S QUALIFICATION:

Is Applicant Qualified?

YES

NO

DISCRETION OF THE COUNCIL

NOTES: _____

AIRPORT ADVISORY BOARD

Ord. 86-18, Adopted 3-11-86

Seven (7) Members

First Name	Last Name	Board Position	Address	City or County resident?	Flight Certified Past/Now	Home (512)	Work (512)	Cell (512)	Email	Council Member	Date Appt	Exp
Benny	Hilburn		508 Nixon St.	City	Yes	398-4026		797-8637	hilburnbenny@gmail.com	Mayor White	3/1/2022	2023
Andrew	Reyes		241 Acorn Rd.	County	Yes	668-4087	680-0551	680-0551	volarav@gmail.com	Angie Sanchez	1/7/2020	2022
Vacant	Thomas Hughes (resigned 8-14-23)		2345 Westwood Rd.	County	Yes		488-2214	386-748-4903	thomashxl1@gmail.com	Kara McGregor John Lairsen	9/6/2022	2023
Daniel	Koehler		213 Sunshadow Dr.	City	Student pilot		361-7028	916-792-7296	dan@jrcpartner.com	David Bryant	4/5/2022	2022
Vacant	Larry Burrier (resigned 7-1-22)									Juan Mendoza		2022
Jake	McCullough		416 Summerside Ave.	City	Yes			409-550-1188	jakemccullough92@yahoo.com	Jeffrey Michelson	1/18/2022	2023
Jason "Tex"	Cordova		936 W. Prairie Lea	City	No		Fax 668-4736	757-4658	texcordova@gmail.com	Brad Westmoreland	2/4/2020	2022

Public Works Director- staff liaison

Updated: September 7, 2022

NOTES:

Sec. 2-209. Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County, to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the Construction Board of Appeals.

Sec. 4-26. Membership; appointments.

The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment. Per Section 2-209(6), two County residents can be appointed to the Lockhart Airport Advisory Board.

Sec. 4-28. Eligibility for board membership.

No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board.

Sec. 4-32. Limitations of authority.

The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.



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:

