

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
April 2, 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. Presentation of proclamations declaring April 2024 as Child Abuse and Sexual Assault Awareness & Prevention Month. **3-4**
- B. Discuss City Council minutes of the May 8, 2023, May 9, 2023, May 16, 2023 and February 6, 2024 meetings. **5-24**
- C. Discuss renewing lease for a term of 5-years with Community Action, Inc. of Central Texas and sublease with WIC of Texas co-located at 901 Bois D' Arc Street, and appointing the Mayor to sign the lease if approved. **25-43**
- D. Discuss Resolution 2024-12, stating support for Maple Park Manor in obtaining funding from the Affordable Housing Program of the Federal Home Loan Bank of Dallas. **44-73**
- E. Discuss the Mid-Year Financial Report for FYE 2024. **74-84**
- F. Discuss the Preliminary Budget and Tax Calendar for Fiscal Year 2024-2025. **85-86**

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. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding City Council minutes of the May 8, 2023, May 9, 2023, May 16, 2023 and February 6, 2024 meetings. **87-106**
- B. Discussion and/or action to consider renewing lease for a term of 5-years with Community Action, Inc. of Central Texas and sublease with WIC of Texas co-located at 901 Bois D' Arc Street, and appointing the Mayor to sign the lease if approved. **107-125**
- C. Discussion and/or possible action regarding Resolution 2024-12, stating support for Maple Park Manor in obtaining funding from the Affordable Housing Program of the Federal Home Loan Bank of Dallas. **126-155**
- D. Discussion and consideration of the Mid-Year Financial Report for FYE 2024. **156-165**
- E. Discussion and/or action to consider the Preliminary Budget and Tax Calendar for Fiscal Year 2024-2025. **167-168**

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

- Dr. Eugene Clark Library held a Solar Eclipse Countdown educational event.
- Update regarding Citywide Spring Clean Up event held on March 23rd.
- Update: KidFish event held March 23rd.
- Aquatics Facility Project: staff attended meeting with Texas Parks & Wildlife Department (TPWD) to discuss project and Outdoor Recreation Grant.
- Splash pads opened for the season March 30, 2024.

6. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

7. 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 28th day of March, 2024 at 2:30 p.m.

Proclamation

WHEREAS, More than 63,989 cases of child abuse and neglect were confirmed in Texas in 2023 resulting in 9,962 children in foster care in Texas, and the death of 173 children in Texas in 2023; and

WHEREAS, 86 children were confirmed victims of abuse in Caldwell County in 2023; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, locally, representatives from Caldwell County Child Welfare Board, Caldwell County District Attorney's Office, Hays-Caldwell Women's Center and Roxanne's House, Texas Department of Family and Protective Services, Court Appointed Special Advocates (CASA), Lockhart and Luling Police Departments, Caldwell County Sheriff's Office, and CTMC have joined forces to provide preventive and supportive services to child victims and their families; and

WHEREAS, every child in Lockhart, Texas deserves to be safe, nurtured and supported in caring relationships; and

THEREFORE, I, Lew White, by virtue of the authority vested in me as Mayor of the City of Lockhart, Texas, do hereby proclaim the month of

April 2024

as

"CHILD ABUSE PREVENTION AND AWARENESS MONTH"

And do hereby call upon the citizens of Lockhart to work together to raise awareness and prevent child abuse in our community and beyond.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Lockhart, Texas, this 2nd day of April, 2024.

ATTEST:

Julie Bowermon
City Secretary



CITY OF LOCKHART

Lew White
Mayor

Proclamation

WHEREAS, 6.3 million Texans have experienced some form of sexual assault in their lifetime and

WHEREAS, 2 in 5 women and 1 in 5 men in Texas have been sexually assaulted in their lifetime affecting all races, ages, genders and economic situations; and

WHEREAS, the Hays-Caldwell Women's Center provided direct services to **616** adult victims of sexual assault in Hays and Caldwell Counties last year; and

WHEREAS, Lockhart, Texas is intolerant of sexual violence in any form and recognizes that education and awareness may prevent sexual assault; and

WHEREAS, efforts to reduce sexual assault can only be successful through citizen involvement, and the safety of the citizens of the City of Lockhart depends upon our actions to end sexual assault;

THEREFORE, I, Lew White, by virtue of the authority vested in me as Mayor of the City of Lockhart, Texas, do hereby proclaim

April 2024

as

"SEXUAL ASSAULT AWARENESS & PREVENTION MONTH"

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of Lockhart, Texas, this 2nd day of April 2024.

ATTEST:

Julie Bowermon
City Secretary



CITY OF LOCKHART

Lew White
Mayor

**SPECIAL MEETING
BUDGET WORKSHOP
LOCKHART CITY COUNCIL**

MAY 8, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Julie Bowermon, Civil Service/HR Director
Gary Williamson, Police Chief
David Fowler, Planning Director
Erin Westmoreland, Municipal Court Manager
Mike Kamerlander, Interim Economic Development Director

Pam Larison, Finance Director
Sean Kelley, Public Works Director
Randy Jenkins, Fire Chief
Ryan Bergerson, Assistant Fire Chief
Travis Hughes, Parks and Recreation Director

Citizens/Visitors Addressing the Council: Shanna Ramzinski of the Caldwell County Appraisal District; and, Joanna Prihoda of Cutright & Prihoda.

ITEM 1. CALL TO ORDER,

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

ITEM 2-A. PRESENTATION OF CALDWELL COUNTY APPRAISAL DISTRICT FISCAL YEAR 2023-2024 ANNUAL BUDGET.

Ms. Larison stated that according to the Texas Property Tax Code, Section 6.06, each year the chief appraiser shall prepare a proposed budget for the operations of the district for the following tax year and shall submit copies to each taxing unit participating in the district and to the district board of directors before June 15.

Shanna Ramzinski, Chief Appraiser for the Caldwell County Appraisal District presented and there was discussion regarding the Caldwell County Appraisal District's budget for Fiscal Year 2023-2024.

ITEM 2-B. PRESENTATION OF PROPOSED CITY HALL RENOVATIONS BY JOANNA PRIHODA OF CUTRIGHT AND PRIHODA, INC.

Mr. Lewis stated that Cutright and Prihoda, Inc. was hired in 2022 to provide architectural design for the administration building located on 105 S. Colorado and again for City Hall renovations. Joanna Prihoda, partner of Cutright and Prihoda, Inc. will present an architectural design scheme that best suits the current needs of City Hall and its departments.

Joanna Prihoda provided details and there was discussion about proposed City Hall renovations.

CONSENSUS: After discussion, the consensus of the Council was to direct Cutright & Prihoda to return with a concept to restore, renovate and possibly expand the existing City Hall.

ITEM 2-C. DISCUSSION AND/OR ACTION REGARDING THE USE OF GENERAL FUND BALANCE FOR ONE-TIME EXPENDITURES.

Ms. Larison stated that according to the City of Lockhart's Financial Policy, if the unassigned fund balance of the General Fund should ever exceed the 25% maximum level, the City Council can consider such fund balance surpluses for one-time expenditures that are not recurring in nature, and which will not require additional future expenses outlays for maintenance, additional staffing or other recurring expenditures. There was discussion.

The proposed one-time expenditures are for the following:

- Six New Vehicles for PD & equipment \$ 378,450
- One New Vehicle for Garage Maintenance \$ 40,000
- City Hall Renovations \$ 250,000
- Connect Fiber to all City buildings \$ 30,000
- Warning Siren #6 \$ 35,000
- Library exterior and interior painting/floors \$ 100,000
- Fire Station #2 Paving \$ 115,000
- Hospital Paving \$ 65,000

The one-time expenditures total \$ 1,013,450.

CONSENSUS: After discussion, the consensus of the Council was to consider approval of the one-time expenditures after the Fiscal Year 2023-2024 budget presentations.

ITEM 2-D. PRESENTATION OF LOCKHART ECONOMIC DEVELOPMENT CORPORATION ANNUAL BUDGET FOR FISCAL YEAR 2023-2024.

Mr. Kamerlander provided details about the Lockhart Economic Development Corporation's (LEDC) annual Fiscal Year 2023-2024 budget that included explanation of LEDC revenue and expenditures.

ITEM 2-E. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED BUDGET FOR FISCAL YEAR 2023-2024.

Ms. Larison provided information and there was discussion about the proposed budget.

There was discussion regarding the following:

- Property and sales tax.
- Employee wages and vacancies.
- Health insurance.
- Capital items:
 - o Municipal court cameras \$8,000
 - o Fire – machinery equipment – funded through ARPA funds
 - o Parks – replace vehicle – funded through ARPA funds
 - o Streets – loader – funded through ARPA funds
 - o Street improvements \$650,000
 - o Sidewalk improvements \$20,000
- Mayor/Council – add funds for wayfinding signs \$140,000
- Tax – 12% increase in CC tax budget
- City Manager – increase in public relations line item
- LEDC – increase for 380 agreement incentives
- Finance – municipal software

- Information services – increase in cost of IT service contract
- Community services – 75% due to asbestos study and removal
- Communications – slight adjustment
- Animal Control – slight increase in medical/chemical and increase to change a part-time to full-time position
- Municipal Court – increase in software expenses
- Police – increase 12 new tasers \$29,000 and new canine and training \$16,000
- Fire – increase equipment
- Library – new computers for the technology center use donated funds
- Parks – one replacement vehicle
- Planning & Development – increase engineering fees
- Building & Inspections – increase for 3rd party inspection services
- Public Works – garage maintenance
- Cemetery – increase in cemetery maintenance contract
- Streets – increase sidewalk improvements
- Non-Departmental - marketing

ITEM 3. ADJOURNMENT

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

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

MAY 9, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Julie Bowermon, Civil Service/HR Director
Cean Charles, EMS Director

Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent
Pam Larison, Finance Director

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER,

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

ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED BUDGET FOR FISCAL YEAR 2023-2024, INCLUDING BUT NOT LIMITED TO, CITY UTILITIES AND SPECIAL FUNDS.

There was discussion regarding revenue and expenditures of the following:

- Electric Fund
- Utility Billing Fund
- Water Fund
 - Increase of approximately \$3.00 per month in residential water fee
 - New generators purchased for the water plants to be used during power outages
 - Funds allocated to repaint and update the city logo on the San Jacinto water tower
- Wastewater Fund
 - Increase of approximately \$3.00 per month in residential wastewater fee
- Solid Waste Fund
 - Increase of 5% fee to Central Texas Refuse
- Solid Waste Recycling
 - Increase to purchase new bailer for the Recycling Center
- EMS
 - Interlocal agreement with Caldwell County to share costs of capital expenditures and personnel
 - Emergency Medical Services (EMS) will no longer be contracted to Ascension Seton and it will be managed by the City of Lockhart and be funded by both the City of Lockhart and Caldwell County
 - Funds allocated to purchase new ambulance, education tool, life monitors, and other equipment.
- Airport
 - Paving project funded through grant received from the Texas Department of Transportation

Ms. Larison stated that staff still need to receive the tax rate from the Caldwell County Appraisal District and that the Guadalupe-Blanco River Authority will present their budget to the Council at a future meeting.

There was discussion regarding an update about EMS and the proposed Emergency Service District.

Ms. Larison stated Guadalupe-Blanco River Authority will present their budget during the June 20th meeting.

ITEM 3. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 7:30 p.m.

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MAY 16, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
David Fowler, Planning Director
Julie Bowermon, Civil Service/HR Director

Brad Bullock, City Attorney
Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent

Citizens/Visitors Addressing the Council: Will Wachel of TRC Engineering; Kylie Mycock and Bobby Eichholz of Rialto Studio; and Ronda Reagan.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. PRESENTATION AND UPDATE BY TRC ENGINEERING AND RIALTO STUDIO REGARDING THE DOWNTOWN REVITALIZATION PROJECT (90% DESIGN REPORT).

Mr. Kelley stated that TRC will be providing a project update regarding the 90% design milestone.

Will Wachel of TRC and Kylie Mycock and Bobby Eichholz of Rialto Studio provided the progress report about changes to the project that included the following topics:

- Completed tasks
- Parking space count update
- Discuss affected events
- Arborist report update
- Next steps and scheduling

In July of 2023, staff will receive the 100% plans for the Downtown Revitalization Project. An additional update by TRC will follow the release of the 100% plans to explain the next steps in the process. There was discussion.

Mayor White requested the following to address the Council:

Ronda Reagan, 412 W. San Antonio, Lockhart, stated that many buildings in the downtown square still have gutters with downspout systems that come off the front of the building that floods parked vehicles and buildings. She requested that the city fix the gutter system to an underground gutter system during the renovation process. She stated that she has considered installing a new awning on one of her buildings but that she hesitates because of the city's plan to widen the sidewalks in front of her building. She requested that the city consider accommodating the 18-wheeler truck that delivers beverages to her business.

Mr. Wachel stated that they would take Ms. Reagan's requests into consideration. There was discussion.

B. DISCUSS AN AGREEMENT BETWEEN THE CITY OF LOCKHART AND TECHLINE REGARDING COMPLETING LK30 CONDUCTOR UPGRADE (PROJECT #16) AS PART OF THE 2017-2022 LOWER COLORADO RIVER AUTHORITY (LCRA) FIVE YEAR SYSTEM STUDY.

Mr. Leos stated that Techline Construction is LCRA's preferred contractor for projects because they are experienced with high voltage line repairs. Techline has conducted the majority of LCRA projects for the City of Lockhart since 1995. Project #16 is part of the LCRA's five-year system study that includes conductor upgrade of LK30 from 337-MCM ACSR to 477-MCM ACSR, which will upgrade approximately 600 feet of overhead distribution line starting at the intersection of Brazos Street and East Live Oak Street, crossing over Colorado Street and San Antonio Street. Mr. Leos recommended approval.

C. DISCUSS THE APPOINTMENT, COMPOSITION, ASSIGNMENT OF DUTIES, AND PERFORMANCE EXPECTATIONS OF A STEERING COMMITTEE FOR THE DEVELOPMENT OF A NEW COMPREHENSIVE PLAN.

Mr. Fowler stated that this item is a continuation of the discussion regarding the formation of a steering committee for the comprehensive planning process. The planning process is expected to last for 18 months. Freese and Nichols anticipates holding 5 public meetings to initiate the project, discuss key topics, explore possible scenarios, review draft work products, and craft the final comprehensive plan document. It is the city's responsibility to appoint a steering committee for the planning process that the city feels provides proper representation of key city issues and constituencies. The purpose of this discussion is to refine the composition of the committee, create a process for the appointment of members and establish the expectations for appointed committee members. There was discussion.

After discussion, the consensus was to compile the membership as follows:

Membership

- 2 persons from City Council;
- 2 persons from the Planning & Zoning Commission;
- 1 person from the Lockhart Independent School District;
- 2 persons – one from each of the Chamber of Commerce;
- 1 local economic development professional;
- 1 representative from Downtown Business Association;
- 1 representative from Lockhart Historical Preservation Commission;
- 1 representative from Parks Board;
- 1 County Commissioner or County Representative; and
- 3 community leaders.

After discussion, the consensus of the Council was to implement the following of the steering committee:

- Attendance requirements – miss no more than 2 meetings.
- Allow residency outside the city limits (in Caldwell County) for organizations whose membership consists of residents outside the city limits.
- Mayor Pro-Tem Sanchez and Councilmember Michelson will recommend members to the steering committee.

RECESS: Mayor White announced that the Council would recess for a break at 7:50 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

Mayor Lew White called the meeting to order at 8:05 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council. There were none.

ITEM 5-C. DISCUSSION AND CONSIDERATION REGARDING THE 2022-2023 COUNCIL GOALS UPDATE.

Mr. Lewis stated that in April 2022, the City Council, City Manager, and City Management Team met and worked to establish strategic planning goals for 2022 - 2023. Six major areas were identified: City facilities, human resources/staffing, parks and recreation, infrastructure, modernization and communications, development and quality of life, and revenue sustainability. Staff is currently working on the following: interviewing candidates for the Assistant City Manager; pool and park improvements are being researched; and staff is looking into the development fee updates.

ITEM 4-A. POSTPONE PUBLIC HEARING REGARDING APPLICATION ZC-23-03 BY MONTE J. GUIDRY REQUESTING A ZONING CHANGE FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON A TOTAL OF 0.205 ACRES IN THE BYRD LOCKHART LEAGUE, ABSTRACT NO. 17, LOCATED AT 1013 NORTH COLORADO STREET (US 183) UNTIL JUNE 20, 2023 AT 7:30 PM.

Mayor White announced that the public hearing was postponed to June 20, 2023 at 7:30 p.m.

ITEM 5-A. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF LOCHART AND TECHLINE REGARDING COMPLETING LK30 CONDUCTOR UPGRADE (PROJECT #16) AS PART OF THE 2017-2022 LOWER COLORADO RIVER AUTHORITY (LCRA) FIVE YEAR SYSTEM STUDY.

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

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING THE APPOINTMENT, COMPOSITION, ASSIGNMENT OF DUTIES, AND PERFORMANCE EXPECTATIONS OF A STEERING COMMITTEE FOR THE DEVELOPMENT OF A NEW COMPREHENSIVE PLAN.

Councilmember Westmoreland made a motion to approve the membership composition of citizens and entities as discussed during the work session and to appoint Mayor Pro-Tem Sanchez and Councilmember Michelson to make recommendations of individuals to appoint to the committee. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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

- Lockhart Municipal Airport Update
- Maple Street Splash Pad Update
- McCoy's Building Supply Groundbreaking
- 2023 Police Week Event at the Caldwell County Justice Center

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

Councilmember Mendoza thanked the Hispanic Chamber for hosting the 5K and 10K runs this weekend. He congratulated Coach Hippensteel for his continued tenure as athletic coach for 35 years and more to come.

Mayor Pro-Tem Sanchez congratulated the Hispanic Chamber for a successful Cinco de Mayo event and to the downtown businesses for their patience and support during the downtown events. She congratulated the graduating Class of 2023.

Councilmember McGregor congratulated Courthouse Nights for their musical events. She wished everyone a safe and happy Memorial Day weekend.

Councilmember Castillo congratulated the graduating Class of 2023. He encouraged everyone to keep their belongings and home safe and secure to avoid being a victim of a burglary. He congratulated the Hispanic Chamber for a successful Cinco de Mayo event.

Councilmember Michelson congratulated the Hispanic Chamber for a successful Cinco de Mayo event. He congratulated the graduating Class of 2023 and to the teachers that were awarded grants through the Lockhart Education Foundation.

Mayor White congratulated the Hispanic Chamber for a successful Cinco de Mayo event. He congratulated the graduating Class of 2023. He congratulated McCoys on their groundbreaking ceremony tomorrow.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074, TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE. Conduct City Manager's evaluation.

Mayor White announced that the Council would enter Executive Session at 8:32 p.m.

ITEM 9. OPEN SESSION A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2023-06 AUTHORIZING A SALARY ADJUSTMENT FOR CITY MANAGER STEVEN LEWIS AND ADDENDUM TO THE CITY MANAGER AGREEMENT DATED EFFECTIVE AUGUST 18, 2018 BY AND BETWEEN THE CITY OF LOCKHART AND STEVEN LEWIS.

Mayor White announced that the Council would enter Open Session at 9:26 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2023-06, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 11. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 9:27 p.m.

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

FEBRUARY 6, 2024

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director
Gary Williamson, Police Chief
Evan Olszewski, Planner

Brad Bullock, City Attorney
David Fowler, Planning Director
Julie Bowermon, City Secretary/HR Director
Travis Hughes, Parks Director

Citizens/Visitors Addressing the Council: Mike Kamerlander of the Greater San Marcos Partnership; Gandolf Burrus of Grant Development Services; Elle Cross; Brian Limas; and Ivan Karpov.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. 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.

Mr. Kelley stated that Gandolf Burrus of Grant Development Services will provide a detailed presentation about the grant and project requirements.

Gandolf Burrus with Grant Development Services stated that 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. There was discussion.

B. DISCUSS RESOLUTION 2024-05 AUTHORIZING THE APPROVAL OF THE FOLLOWING DOCUMENTS, POLICIES, PROCEDURES, AND PROCLAMATION ASSOCIATED WITH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT CDV21-0093 AS REQUIRED BY THE CIVIL RIGHTS REQUIREMENTS OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT AND FAIR HOUSING LAW.

- 1. CITIZEN PARTICIPATION PLAN AND GRIEVANCE PROCEDURES;**
- 2. EXCESSIVE FORCE POLICY;**
- 3. FAIR HOUSING POLICY;**
- 4. SECTION 504 POLICY AND GRIEVANCE PROCEDURES;**
- 5. CODE OF CONDUCT POLICY;**
- 6. SECTION 3 ECONOMIC OPPORTUNITY;**
- 7. LIMITED ENGLISH PROFICIENCY; AND**
- 8. ACTIVITY TO AFFIRMATIVELY FURTHER FAIR HOUSING CHOICE.**

Mr. Kelley stated that in late 2020, the City Council authorized submission of a CDBG grant application for the replacement of residential water meters. Grant Development Services thereafter submitted the application for the grant in the amount of \$350,000. On January 6, 2023, the City was informed that Lockhart was awarded the grant that will replace approximately 950 aging residential water meters. These documents are another portion of the grant requirements in which the City must take actions to ensure that no person or group is denied benefits such as employment, training, housing and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability. The Resolution contains the statement that, in accordance with Section 504 of the Rehabilitation Act of 1973, the City of Lockhart does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds.

C. DISCUSS CITY COUNCIL MINUTES OF THE FEBRUARY 21, 2023 MEETING.

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

D. DISCUSS ENTERING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AUTHORIZING CITY CONTRIBUTIONS FOR SIGNAL/TRAFFIC IMPROVEMENTS TO THE INTERSECTION OF WEST SAN ANTONIO STREET AND MOCKINGBIRD LANE AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACTUAL DOCUMENTS, IF APPROVED.

Mr. Kelley stated that since August 2023, staff has consulted with Texas Department of Transportation (TxDOT) to discuss the potential partnering with TxDOT to make improvements to the intersection of West San Antonio Street and Mockingbird Lane to alleviate bottle-necking at the intersection. On September 19, 2023, staff updated Council on the potential partnership for improvements to this intersection and was directed to bring back an Advance Funding Agreement (AFA) for Council consideration. Currently, there is an 80' ROW on SH 142, which can accommodate the widening of pavement to a single 12' driving lane in each direction on SH142 (one eastbound and one westbound) and one 12' center turning lane for a total of three lanes. The proposed improvement will stretch out 0.15 miles east and west from the intersection (approximately 800' east and west). Additional improvements at this intersection include reconnecting pedestrian accesses, connecting to driveways in the affected area, 1,100 linear feet of curb & gutter, and permanent traffic signal installation with arm-masts. City-owned utility conflicts such as water and wastewater have to be resolved by the City if discovered. TxDOT will handle engineering and design for the project, handle the bidding and award, conduct construction inspections on the improvements and produce as-built plans upon completion. TxDOT's participation in this project has an approximate value of \$180,000-\$200,000 if the City were to design and bid the project. If the City authorizes the AFA, the City will agree to fund the construction of the project up to but not to exceed

\$1,000,000. The attached preliminary estimate of \$926,787.40 from TxDOT explains the quantities necessary to complete the project. Should the City fund the construction of the project for \$1,000,000, TxDOT will cover any overruns in their scope and refund any money back should the project come in under budget. TxDOT has also temporarily postponed the repaving of SH 142 from SH130 to downtown so that it may be collaborated with this project. The 2024 repaving project along with the Mockingbird/W. San Antonio project can be expected to take place in late 2025/early 2026 should the City agree to the terms. There was discussion.

E. DISCUSS RESOLUTION 2024-03 ALLOWING THE POLICE DEPARTMENT TO APPLY FOR THE PATROL LAPTOP TECHNOLOGY IMPROVEMENT PROJECT GRANT THROUGH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL.

Chief Williamson stated that the police department wishes to apply for a Criminal Justice Division (CJD) Grant through the Capital Area Council of Governments (CAPCOG) to replace twenty (20) laptops for patrol cars. The current laptops are over six (6) years old and contain the minimum amount of memory required to run the operating system after a recent update. The in-car laptops are a link to law enforcement databases and used to verify people's identity, check registrations on vehicles, check serial numbers for stolen items, write reports, and more. The total for the twenty (20) laptops with extended warranties is \$110,577.23. There are no matching funds required. There was discussion.

F. DISCUSS RESOLUTION 2024-04 ALLOWING THE POLICE DEPARTMENT TO APPLY FOR THE BALLISTIC SHIELD PROJECT GRANT THROUGH THE OFFICE OF THE GOVERNOR (OOG) AND DESIGNATING THE POLICE CHIEF AS THE AUTHORIZED OFFICIAL.

Chief Williamson stated that the police department would like to add ten (10) ballistic shields for use in any possible response to an active shooter or barricaded subject situation. Ballistic shields offer an additional layer of protection for officers and can stop rifle rounds up to certain calibers. The total for this project is \$18,509.70. There are no matching funds required.

G. DISCUSS RESOLUTION 2024-06 AUTHORIZING THE ADOPTION OF THE 2024 LOCKHART PARK, RECREATION, AND OPEN SPACE MASTER PLAN 5-YEAR UPDATE.

Mr. Hughes stated that the adopted 2018 Parks, Recreation, and Open Space Master Plan is over 5 years old. The Master Plan is integral to the planning of future projects and should be updated to reflect the most current needs of the Lockhart community. In addition, the city intends to seek grant funding for projects when appropriate, and most grant funding sources require that applicants provide Master Plans and demographic information that is less than 5 years old. Therefore, the city engaged Halff & Associates to update the Master Plan, which was presented at the December 19th City Council meeting. There was discussion.

H. DISCUSS 1ST QUARTER FINANCIAL REPORT FYE 2024.

Mr. Resendez stated that in an effort to keep the City Council updated and informed on the City of Lockhart's budget, a quarterly financial status report is presented that focuses on financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the Government Finance Officers Association (GFOA). He presented detailed information about the 1st Quarter Financial report for fiscal year 2024.

I. DISCUSS A PROPOSED PROJECT FOR GRANT APPLICATION FOR FUNDING ALLOCATED FROM THE TEXAS GENERAL LAND OFFICE (GLO) FOR HAZARD MITIGATION PROJECTS.

Mr. Resendez stated that City Council provided staff direction at the January 16, 2024, City Council meeting to proceed with the development of a project scope and cost estimate for a proposed waterline replacement project. The proposed project includes the replacement of 6 fire hydrants, 18 isolation/gate valves, and 3,300 Linear Feet (LF) of 8" waterline. Further, this project completes required utility line upgrades for the Blanco Street Bridge TxDOT project and prepares the underlying utilities for future street overlay project consideration.

Construction:	\$1,518,013	
Engineering:	\$227,702	*15% of Construction Cost
Sub-Total:	\$1,745,715	
Grant Administration:	\$139,657	*8% of Total Project
Total:	\$1,885,372	
GLO Funding:	\$1,889,900	
Balance:	\$4,528	

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. There was discussion.

J. DISCUSS APPOINTMENTS, AND ANNOUNCEMENT OF NOMINATIONS, TO THE NEWLY ESTABLISHED ANIMAL SHELTER ADVISORY BOARD.

Mayor White stated that Council previously adopted Ordinance 2024-01 establishing the creation of a seven member Animal Shelter Advisory Board. Ordinance 2024-01 outlines member eligibility as well as board purpose, scope, and responsibility. Councilmembers were invited to submit names for nominations to the newly established Board.

Names Received to Date:

Susan Falgout

Alexandra Worthington

Adrea Theriot

Morgan Siewert, DVM

Caldwell County Commissioner B.J. Westmoreland

Police Chief Gary Williamson

Lockhart Animal Shelter Supervisor Nikole Lockard

K. DISCUSSION REGARDING THE NOMINATION OF NIGEL GUSDORF TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER JUAN MENDOZA FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Juan Mendoza stated that he would like to nominate Nigel Gusdorf to be appointed to the Lockhart Airport Advisory Board.

L. ANNOUNCEMENT OF NOMINATION OF PATRICK STROKA TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER JOHN LAIRSEN FOR A TERM TO EXPIRE IN NOVEMBER 2026.

Councilmember John Lairsen stated that he nominated Patrick Stroka to be appointed to the Zoning Board of Adjustment and Appeals.

RECESS: Mayor White announced that the Council would recess for a break at 7:20 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

Mayor Lew White called the meeting to order at 7:35 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Elle Cross stated that she is leading a campaign to distribute a petition to decriminalize low level marijuana possession in Lockhart. She stated that she is a part of an organization named Mano Amiga that recently led a similar campaign in San Marcos which was passed by the voters. She stated that a proposition to decriminalize low level marijuana in Lockhart might be on the November 2024 ballot.

Brian Limas, Lockhart, spoke in favor of decriminalizing low level marijuana possession in Lockhart.

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON APPLICATIONS ZC-23-09 AND PDD-23-01 BY PAMELA MCCLAIN MADERE OF JACKSON WALKER, LLP, AND DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2024-04 FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT AND A PDD DEVELOPMENT PLAN ON 53 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68 AND LOCATED AT 1925 FM 2001.

Mayor White opened the public hearing at 7:45 p.m. and requested the staff background report.

Mr. Fowler stated that this is an application to approve the zoning to Planned Development District (PDD) and approve the PDD Development Plan for a proposed industrial park of up to 877,000 square feet, anchored by a cold storage business to be located south and west of FM 2001 approximately 1,000 square feet north of SH 130. A PDD is requested because of some of the unconventional aspects of the cold storage building including building height, parking, and mechanical requirements. Other than the requested variations from City code, the development will follow the requirements of the Light Industrial

(Li) zoning district. Additionally, the topography of the site, combined with the improvements and roadway dedication required along FM 2001 has led to a request to not require a sidewalk along FM 2001. The proposed PDD Development Plan also provides for specific landscaping improvements to screen the mechanical equipment and outdoor storage proposed as part of the development of the cold storage facility. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Ivan Karpov of Related Fund Management, the applicant, provided information about the plans to develop the property.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 8:00 p.m.

Councilmember Michelson made a motion to approve Ordinance 2024-04, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION REGARDING ORDINANCE 2024-05 PROPOSING TEXT AMENDMENTS TO CHAPTER 18 “ENVIRONMENT”, CHAPTER 46 “SIGNS”, CHAPTER 52 “SUBDIVISION REGULATIONS”, AND CHAPTER 64 “ZONING” OF THE LOCKHART CODE OF ORDINANCES, AS FOLLOWS: AMEND CHAPTER 18 “ENVIRONMENT”, ARTICLE III “NUISANCES”, DIVISION 2 “OFFENSIVE CONDITIONS”, SECTION 18-82 “PROHIBITED”; AMEND CHAPTER 46 “SIGNS”, SECTION 46-6 “PROHIBITED SIGNS AND LOCATIONS”; AMEND CHAPTER 52 “SUBDIVISION REGULATIONS”, ARTICLE V “DESIGN STANDARDS”, SECTION 52-78 “STREETLIGHTS”; AMEND CHAPTER 64 “ZONING”, ARTICLE I “IN GENERAL”, SECTION 64-2 “DEFINITIONS”; ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-197 “REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS.”, SUBSECTION (G) “MINIMUM PARKING AND LOADING REQUIREMENTS”; ADD CHAPTER 64 “ZONING”, ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-197 “REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS.”, SUBSECTION (J) “LIGHTING STANDARDS”; AND AMEND CHAPTER 64 “ZONING”, ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-198 “PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS.”, SUBSECTION (C) “NUISANCES” TO ESTABLISH REVISED REQUIREMENTS AND STANDARDS FOR RESIDENTIAL AND COMMERCIAL LIGHTING, INCLUDE REFERENCES TO LIGHTING STANDARDS IN RELEVANT SECTIONS, AND INCLUDE UPDATED STREET LIGHTING POLICY.

Mayor White opened the public hearing at 8:03 p.m. and requested the staff background report.

Mr. Fowler stated that the proposed text amendments are designed to strengthen the City's lighting ordinances in order to minimize glare, reduce lighting-related hazards and nuisances, and improve the overall appearance and effect of residential, commercial, and institutional lighting in the city. Although several chapters are affected, including Chapter 18, Environment, Chapter 46, Signs, and Chapter 52, Subdivision Regulations, the main impetus of the proposed text amendments is to place the majority of the lighting standards in Chapter 64, zoning. The proposed lighting standards will not only define the allowed types of lighting and the intensity of new lighting installations, they also create a mechanism for enforcement in cases where existing lighting sources pose a hazard to public safety or the quiet enjoyment of one's property. In addition to creating much more defined requirements and limits reflecting all types

of commercial, residential, and institutional lighting, the ordinance also codifies the City streetlight policy, which was adopted in 2020 but never added to the Code of Ordinances. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White recommended that Council review the proposed amendments and to postpone action until the next Council meeting.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 8:25 p.m.

Councilmember Michelson made a motion to table the public hearing until the February 20, 2024 meeting at 7:30 p.m. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

- 5-A. Approve Resolution 2024-05 authorizing the approval of the following documents, policies, procedures, and proclamation associated with the Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Project CDV21-0093 as required by the Civil Rights requirements of Title I of the Housing and Community Development Act and Fair Housing Law.
 - 1. Citizen Participation Plan and Grievance Procedures;
 - 2. Excessive Force Policy;
 - 3. Fair Housing Policy;
 - 4. Section 504 Policy and Grievance Procedures;
 - 5. Code of Conduct Policy;
 - 6. Section 3 economic opportunity;
 - 7. Limited English Proficiency; and 8. Activity to affirmatively Further Fair Housing Choice.
- 5-B. Approve City Council minutes of the February 21, 2023 meeting.
- 5-C. Approve Resolution 2024-03 allowing the police department to apply for the Patrol Laptop Technology Improvement Project grant through the Capital Area Council of Governments (CAPCOG) and designating the City Manager as the Authorized Official.
- 5-D. Approve Resolution 2024-04 allowing the police department to apply for the Ballistic Shield Project grant through the Office of the Governor (OOG) and designating the Police Chief as the Authorized Official.
- 5-E. Accept 1st Quarter Financial Report FYE 2024.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER ENTERING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AUTHORIZING CITY CONTRIBUTIONS FOR SIGNAL/TRAFFIC IMPROVEMENTS TO THE INTERSECTION OF WEST SAN ANTONIO STREET AND MOCKINGBIRD LANE AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACTUAL DOCUMENTS, IF APPROVED.

Mayor Pro-Tem Sanchez made a motion to approve the Advance Funding Agreement with TxDOT, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-06 AUTHORIZING THE ADOPTION OF THE 2024 LOCKHART PARK, RECREATION, AND OPEN SPACE MASTER PLAN 5-YEAR UPDATE.

Councilmember Larisen made a motion to approve Resolution 2024-06, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER A PROPOSED PROJECT FOR GRANT APPLICATION FOR FUNDING ALLOCATED FROM THE TEXAS GENERAL LAND OFFICE (GLO) FOR HAZARD MITIGATION PROJECTS.

Councilmember Michelson made a motion to approve the project for grant application for funding allocated from the Texas General Land Office for hazard mitigation projects, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS, AND ANNOUNCEMENT OF NOMINATIONS, TO THE NEWLY ESTABLISHED ANIMAL SHELTER ADVISORY BOARD.

Councilmember Lairsen made a motion to approve nominating the appointments to the newly established Animal Shelter Advisory Board as discussed during the work session. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION REGARDING THE NOMINATION OF NIGEL GUSDORF TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER JUAN MENDOZA FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Mendoza made a motion to appoint Nigel Gusdorf to the Airport Advisory Board. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-F. ANNOUNCEMENT OF NOMINATION OF PATRICK STROKA TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER JOHN LAIRSEN FOR A TERM TO EXPIRE IN NOVEMBER 2026.

Mayor White announced that action on the appointment would be considered during the next meeting.

ITEM 6-G. CONSIDERATION AND ACTION REGARDING PETITION FOR RELEASE OF 101.8 ACRES OF LAND FROM ETJ, LOCATED AT 542 FM 672, LOCKHART, TEXAS 78644 FROM THE CITY'S ETJ BY DONALD A. O'NEIL, PETITIONER.

Mayor White stated that the item would be considered in Executive Session.

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

- New hours of service at the Lockhart Recycling Center.
- Update on ESD No. 5 activities.
- Update on the January 20th Police Officer entrance exam.
- Update on the Comprehensive Plan Steering Committee activities.
- KidFish at City Park on March 16th at 9:00 a.m.

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

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated the Hispanic Chamber for a successful banquet as well as the recipients of awards. She congratulated the Carter Foundation for a successful event. She thanked the Lockhart Police Department for working with the school on a recent issue at Lockhart High School.

Councilmember Lairsen also thanked all that assisted with the incident at Lockhart High School.

Councilmember Castillo expressed condolences to families that have lost a loved one. He thanked all that assisted with the incident at Lockhart High School.

Councilmember Michelson thanked staff for their work. He congratulated the recipients of awards at the Hispanic Chamber banquet.

EXECUTIVE SESSIONS

Mayor White announced that the Council would enter Executive Session at 8:48 p.m. to discuss the items listed below in agenda items 9 and 10:

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT.

- A. Discussion regarding economic development negotiations with Project Celebration.
- B. Discussion regarding economic development negotiations with Project Holiday.
- C. Discussion regarding economic development negotiations with Project Lifesaver.

ITEM 10. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.

- A. Discussion with City Attorney regarding Petition for Release of 101.8 acres of land from ETJ, located at 542 FM 672, Lockhart, Texas 78644 from the City's ETJ by Donald A. O'Neil, Petitioner.
- B. Consultation with attorney to seek legal advice regarding an interlocal cooperation agreement between Caldwell County Emergency Services District No. 5.

ITEM 11. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 10:10 p.m.

A. Discussion and/or action regarding economic development negotiations with Project Celebration.

There was no action.

B. Discussion and/or action regarding economic development negotiations with Project Holiday.

There was no action.

C. Discussion and/or action regarding economic development negotiations with Project Lifesaver.

There was no action.

D. Discussion and/or action regarding Petition for Release of 101.8 acres of land from ETJ, located at 542 FM 672, Lockhart, Texas 78644 from the City's ETJ by Donald A. O'Neil, Petitioner.

Mayor White made a motion that the Petition for Release of 101.8 acres located in the ETJ at 542 FM 672, Lockhart, Texas to remove property from the city's extraterritorial jurisdiction be denied because it is the city's position that SB 2038 is an unconstitutional delegation of legislative authority and it conflicts with the city's grant of legislative discretion under Local Government Code 42.023. The city does not consent to remove the property from its ETJ pursuant to Section 42.023. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

E. Discussion and/or action regarding an interlocal cooperation agreement between Caldwell County Emergency Services District No. 5.

Mayor White made a motion to authorize the city attorney to negotiate an interlocal agreement with the Caldwell County Emergency Services District No. 5. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 12. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:14 p.m.

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discuss renewing lease for a term of 5-years with Community Action, Inc. of Central Texas and sublease with WIC of Texas co-located at 901 Bois D' Arc Street, and appointing the Mayor to sign the lease if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Community Action and WIC are currently leasing space at 901 Bois D' Arc Street (former Lockhart Hospital). These groups serve vital roles in the community and have complimentary services. WIC serves approximately 1000 low-income Women, Infants and Children clients per month in Lockhart and has been providing these services at the Bois D' Arc Street location since 2018. Community Action provides a variety of community services ranging from early childhood education, adult literacy programming, and health services to name a few.

The current lease is set to expire on May 31, 2024. The lease presented tonight would extend that term for an additional 5-year from June 1, 2024 to May 31, 2029 and has a renewal option for an additional 5-years.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of renewing the leases with Community Action, Inc. and WIC for a term of 5-years.

LIST OF SUPPORTING DOCUMENTS: Lease Agreement, Lockhart Sublease with Community Action and WIC 2024

Lease Agreement
South Bottom Wing of Old
Lockhart Hospital Building
Between City of Lockhart
and
Community Action, Inc., Of Central Texas

Beginning Date: June 1, 2024

Ending Date: May 31, 2029

LEASE

COMMUNITY ACTION, INC. OF CENTRAL TEXAS

THIS LEASE is made between the City of Lockhart, hereafter called "Lessor," whose address for purposes of notice under this lease is P.O. Box 239, Lockhart, Texas 78644, and Community Action, Inc. of Central Texas, hereafter called "Lessee," whose address for purposes of notice under this lease is P.O. box 748, San Marcos, Texas 78667-0748.

The parties agree as follows:

1. **DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial space: approximately 2,500 square feet on the first bottom floor of the south wing of the old hospital building at 901 Bois D'Arc, Lockhart, Texas, as shown on Exhibit A, attached, and incorporated herein.
2. **TERMS OF LEASE.** The term of the lease is as follows: five (5) years, commencing on June 1, 2024, and ending at midnight on May 31, 2029. **Provided**, however, that the Lessee shall have the right to renew this lease for an additional term of five (5) years, on like terms and conditions, by delivering a written notice of intent to renew the lease to Lessor no later than ninety (90) days from the end of the term.
3. **RENTAL.** In the interest of a public purpose involving community health and social services, Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum annual rent of \$1.00. Additionally, Lessee shall perform functions as described in Paragraphs 6 and 7 of this document, as conditions precedent to this lease.
4. **TAXES.** Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the premises, should it be required.
5. **SUBORDINATION.** This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
6. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:
 - a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a not for profit social services center; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises

or expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (except for movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises. **Any sublease agreement entered into must be with a non-profit community health-related entity; any such agreement must be provided to the City of Lockhart in a timely manner. The entity subleasing must provide comprehensive public liability insurance as required in (c) below unless Lessee agrees in writing to include the sublessor in its required policy.**

- b. To conserve electricity and gas utilities which are provided "in the interest of a public purpose."
- c. To maintain, at all times during the lease term, at Lessee's costs, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000.00 for injuries to persons in one accident, \$300,000.00 for injuries to any one person, and \$50,000.00 for damages to property. The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the State of Texas. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the lease term, at Lessee's expense, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this Lease, Lessor may obtain the insurance, and the premiums on that insurance will be deemed additional rental to be paid by Lessee to Lessor on demand.
- d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.
- e. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee;

from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

- f. In case of damage to glass in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.
- g. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.
- h. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.
- i. To effect all minor repairs to electrical, air conditioning, and plumbing in any amount requiring expenditures of less than \$500.00

7. **ADDITIONAL REQUIREMENTS OF LESSEE.** The following provisions are hereby incorporated into the lease, and shall be mandatory requirements for the continuation of the lease.

- a. The Lessee shall not in any way discriminate against a person because of race, gender, ethnic background, sexual orientation, or religion.
- b. The Lessee shall allow no activity that would in any way be construed as inappropriate for the providing of public funds or services rendered by this lease by Lessor. The use of tobacco products and alcoholic beverages will not be allowed on the premises.
- c. The Lessee, at its own expense, shall maintain areas described in Exhibit A and shall allow other building Lessees to use the common areas of such hallways,

corridors, restrooms, parking areas, etc., between or contiguous to various areas being leased. It is acknowledged that because the lease space is in separate tracts within the building, there are or will be other activities or lessees in other portions of the building which shall require non-exclusivity of usage and control. Lessee acknowledges Lessor's right to permit other parties' usage of said areas. The fenced in playground area is not included in the common area as herein described.

- d. The Lessee shall not allow any commercial activities for profit on the premises by any third party, except those that could be construed as being in accordance with Paragraph 8 of this Lease. This does not prevent, for example, hearing aid screenings, and other service-related matters typical of those related to the services provided by the Lessee from being performed on the premises.
- e. The Lessee shall comply with all zoning requirements of the City of Lockhart

8. **EXCLUSIVE USE.** Lessee agrees that its use of the premises described in Exhibit A shall be exclusively for purposes of providing social services by Community Action, Inc., of Central Texas.

9. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

- a. To warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.
- b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the premises tenable by repairs within ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.
- c. At Lessor's expense, to perform all maintenance and repair required to keep the heating and air-conditioning equipment servicing the leased premises in good operating condition during the term of this lease and any renewal term.

10. **DEFAULT IN PAYMENT OF RENT.** If any rent required by this lease is not paid when due, Lessor will have the option to:

- a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair

rental value of the property for the remainder of the lease term, reduced to present worth; OR

- b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent becomes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

11. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement in this lease other than the agreement of Lessee to pay rent (including those specifically delineated in Paragraph 6) and this failure or breach continues for ten (10) days after a written notice specifying the required performance has been given to the party failing to perform:

- a. The party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to compel specific performance of the lease, in which case the losing party shall pay the prevailing party all expenses of litigation, including reasonable attorneys' fees; OR
- b. Lessor or Lessee may, after thirty (30) days' written notice to the other, comply with the agreement or correct any such breach, and the costs of such compliance shall be payable on demand.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated as bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all improvements by the Lessee to the building on the leased premises and on any goods, equipment, and other personal property not covered under the Federal Government Circular A-110, Subpart C: Property Standards #33 and any subsequent revisions during the lease term, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver to preclude the exercise of any other right or remedy afforded to Lessor by this lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one

or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or operation; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease or any portion of the area leased without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent if required directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

15. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed to the leased premises, and proof of mailing or posting of those notices to the leased premises will be deemed the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

16. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

17. TEXAS LAW. This lease will be governed by the law of the state of Texas, as to both interpretations and performance.

18. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

19. TERMS INCLUSIVE. As used herein, the terms “Lessor” and “Lessee” include the plural whenever the context requires or admits.

20. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on _____, 2024.

Signed and sealed as witnessed below:

LESSOR

Witness:

Lew White, Mayor
The City of Lockhart

Julie Bowermon,
City Secretary

LESSEE

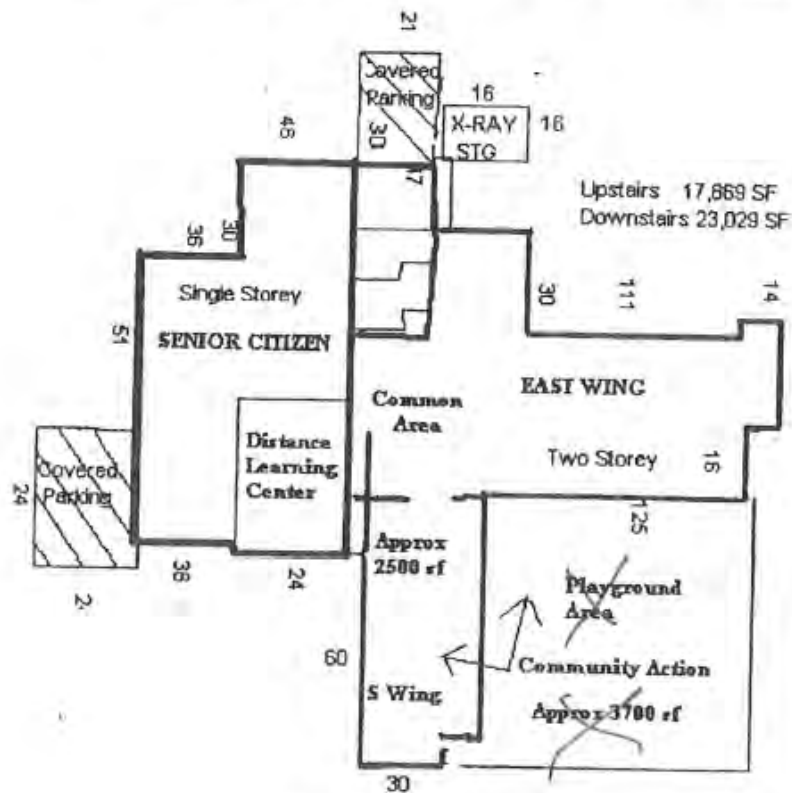
Witness:

Carole Belver
Communication Action, Inc., of
Central Texas

Old Hospital Building

Exhibit A

Community Action, Inc., Hays, Caldwell, Blanco Counties



Upstairs 17,869 SF
Downstairs 23,029 SF

Located at 901 Bois D Arc St.

*Not to Scale

Internet Connection Agreement

This agreement (Agreement) is made as of _____ 2024, between the City of Lockhart, with its offices located at 308 West San Antonio, Lockhart, Texas 78664 (COL), and, Community Action Inc., with its offices located as 101 Uhland Rd. Suite 107, San Marcos, Texas 78667, (CAI).

WHEREAS, COL and CAI mutually agree to enter into an Agreement with regard to use of certain DSL Internet connection located at 901 Bois D'Arc, Lockhart, Texas 78644 maintained by CAI.

WHEREAS, CAI agrees to provide the following:

CAI shall provide to COL unlimited use of this internet connection at no cost for the term of this agreement to COL for the sole purpose of providing internet services to the COL public access technology center.

WHEREAS, COL agrees to provide the following:

- 1) COL shall pay for all equipment and installation as it relates to connecting the existing DSL circuit from CAI's Head Start program to the city's technology center including, but not limited to, cabling, switches, and firewalls.

WHEREAS, both parties agree to the following:

- 1) All equipment and cabling installed by COL shall remain the exclusive property of COL.
- 2) Prior to the start of the project, technical representatives from both CAI and COL shall agree upon the technical method in which the two networks will be interconnected.
- 3) Neither party shall have recourse with the other party as it relates to damages caused by either party from breaches of security as it related to internet worms and viruses.

NOW, THEREFORE, for and in consideration of the terms and conditions and mutual obligations contained herein, the parties agree as follows:

TERMS OF AGREEMENT. This Agreement shall commence upon execution by an authorized representative by both parties for a period of three (3) years and shall remain in effect until terminated as otherwise provided herein.

TERMINATION. This agreement and/or any individual project order hereunder may be terminated under the following conditions and in the manner specified.

- (i) Immediately upon material breach by written notice from the injured party
- (ii) Immediately upon written notice, in the event that either party files for bankruptcy or for some similar process of protection against creditors
- (iii) As may be mutually agreed.
- (iv) After 30-day written notice by either party.

In the event of termination as specified above, obligations which by their nature survive termination such as obligations to pay for Services rendered, protection of

confidential information, ownership of proprietary information and similar items shall all survive termination of any nature.

INDEPENDENT PARTIES. In following their respective obligations under this Agreement, the parties act and shall act at all times as independent parties and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

NON-ASSIGNMENT. Neither party shall assign this Agreement or any of its respective rights or obligations under this Agreement without the prior written consent of the other party. No such approval of assignment shall relieve or release the assigning party from any of its obligations under this Agreement to the non-assigning party.

WAIVER AND SEVERABILITY. Failure by either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any right thereof or the right of the other party thereafter to enforce each and every provision. The provisions of this Agreement are declared to be severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.

FORCE MAJEURE. Neither CAI or COL shall be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to acts of God, acts of government, fires, floods, epidemics, freight embargoes, unavailability of materials, or any cause of condition beyond either parties control, whether foreseeable or not.

NOTICES. All notices required by or relating to this Agreement shall be in writing on shall be sent via courier or certified mail to the parties to this Agreement at the following addresses or to such other address as either party may substitute by written notice to the other:

COL:	City of Lockhart 308 West San Antonio Lockhart, Texas 78644
CAI:	Community Action Inc. 101 Uhland Rd. Suite 107 San Marcos, Texas 78667

GOVERNING LAW. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. Any litigation to enforce or interpret this Agreement shall be filed and heard only in the state or federal courts for Caldwell County, Texas. If any legal action is brought by either party relating to this

Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Lockhart:

By: _____

Joseph Resendez

Assistant City Manager

Date:

Community Action Inc.

By: _____

Doug Mudd

Executive Director

Date:

Sublease

This Sublease, entered into between Sublessor and Sublessee (collectively, the “Parties”), as defined below, is entered into on the date of full execution of this document by all Parties, and subject to the terms and conditions below, the Parties agree as follows:

Sublease

Sublease Start Date: _____, 2024

Sublessor: Community Action, Inc. of Central Texas

Sublessor’s Address: 215 S. Reimer Ave. Suite 130, San Marcos, TX 78666

Sublessee: City of San Marcos (“WIC” Program)

Sublessee’s Address: 630 East Hopkins Street, San Marcos, Texas 78666

Subleased Premises: Approximately 920 square feet of space out of the Base Lease Premises as shown in Exhibit A, highlighted in yellow, and attached hereto and made a part hereof.

Sublease Commencement Date: June 1, 2024

Sublease Termination Date: May 31, 2029

Sublease Rent: In lieu of monthly rent, Sublessee shall provide cleaning services on a weekly basis for the common areas, including the entry hallway, and the hall restroom, as identified in Exhibit A to the Base Lease.

Permitted Sublease Use: Operation of the Women, Infants and Children (“WIC”) Program office and clinic space for the provision of services to WIC Program eligible members of the public.

Base Lease

Base Lease Start Date: June 1, 2024

Landlord: City of Lockhart

Tenant: Community Action, Inc., of Central Texas

Premises: Approximately 2,500 square feet on the first floor of the south wing of the old hospital building at 901 Boise D’Arc, Lockhart, Texas

Base Lease Termination Date: May 31, 2029

A. Sublessee agrees to—

1. Sublease the Subleased Premises for the Sublease term beginning on the Sublease Commencement Date and ending on the Sublease Termination Date.
2. Provide the cleaning services specified above in lieu of monthly rent.
3. Obey all laws relating to Sublessee's use of the Subleased Premises and terms of the Base Lease as they apply to the Subleased Premises except as, otherwise, provided herein. All obligations of the Sublessor, including, but not limited to, any duty to indemnify, shall be enforceable against Sublessor only to the extent permitted by law and with the limitation that Sublessor, in no manner waives any limitations on liability or any immunity granted by applicable laws or the Texas Constitution.
4. Vacate the Subleased Premises and return all keys to the Subleased Premises on termination of this Sublease.
5. Maintain liability insurance for the Subleased Premises and the conduct of Sublessee's business in the amounts stated in the Base Lease.
6. Maintain insurance on Sublessee's personal property.
7. Deliver certificates of insurance to Sublessor when requested.

B. Sublessee agrees not to—

1. Use the Subleased Premises for any purpose other than the Permitted Sublease Use.
2. Create a nuisance.
3. Interfere with any other tenant's normal business operations or Landlord's management of the building.
4. Permit any waste.
5. Use the Subleased Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.
6. Change Landlord's lock system, except that Sublessee may re-key the doors from the hallway into the Subleased Premises.
7. Alter the Subleased Premises.
8. Allow a lien to be placed on the Subleased Premises.
9. Assign this Sublease or sublease any portion of the Subleased Premises without Sublessor's written consent.

C. Sublessor agrees to—

1. Sublease the Subleased Premises to Sublessee for the Sublease Term.
2. Comply with Tenant's obligations under the Base Lease.
3. Enforce Landlord's obligations under the Base Lease.
4. Make available to the Subleased Premises all services and rights provided under the Base Lease.
5. Obey all laws relating to Sublessor's operation of the Subleased Premises.

D. Sublessor and Sublessee agree to the following:

1. Defaults by Sublessee are (a) failing to timely provide the services in lieu of the Sublease Rent, (b) abandoning or vacating a substantial portion of the Subleased Premises, and (c) failing to comply within ten (10) days after written notice with any provision of the Base Lease or Sublease other than the defaults set forth in (a) or (b) ("Sublessee Default(s)").

2. Sublessor's remedies for Sublessee's Default, the list of which is not exclusive and where any number of remedies may be simultaneously pursued: (a) enter and take possession of the Subleased Premises, after which Sublessor may relet the Subleased Premises on behalf of Sublessee and receive the Sublease Rent directly by reason of the reletting, and Sublessee agrees to reimburse Sublessor for any expenditures made in order to relet; (b) enter the Subleased Premises and perform Sublessee's obligations; (c) terminate this Sublease by written notice; (d) sue for damages in a court of competent jurisdiction; and (d) take any other legal or equitable action to which Sublessor is entitled to enforce its rights under this Sublease.

3. Default by Sublessor is failing to comply with any provision of this Sublease within thirty (30) days after written notice or for such lesser period provided in the Base Lease ("Sublessor Default").

4. Sublessee's remedies for Sublessor's Default where Sublessee may simultaneously pursue both remedies: (a) sue for damages in a court of competent jurisdiction; or (b) if the Default is the failure to enforce Landlord's obligations under the Base Lease to provide services reasonably necessary for Sublessee to occupy the Subleased Premises, terminate the Sublease.

5. This Sublease is subordinate to the Base Lease, a copy of which Sublessee acknowledges as received.

6. Sublessor may retain or dispose of any property left in the Subleased Premises at the end of the Sublease Term.

7. Sublessor has all the rights of Landlord under the Base Lease as to Sublessee, except as limited under paragraph A.3.

8. If either party retains an attorney to enforce this Sublease, the party prevailing in

litigation is entitled to recover reasonable attorney's fees and court and other costs incurred in connection with the lawsuit.

E. Option to Extend Term

1. At Sublessee's option, Sublessee may extend the term of the Sublease for additional term(s) subject to the exceptions in Paragraph E.4, below. The first additional term commences upon the expiration of the initial term stated within this Sublease, and any subsequent additional term commences upon expiration of the then applicable extended term.

2. Sublessee may exercise Sublessee option to extend only by providing written notice to Sublessor at least thirty (30) days before the end of the then current term of the lease.

3. Upon notice and acceptance of the extended term, Sublessor and Sublessee will execute a new Sublease in writing to memorialize the terms of their agreement.

4. Sublessee may not exercise Sublessee's option to extend the term under the following circumstances: (a) if the Sublease or Base Lease is terminated before Sublessee exercises its option to extend; or (b) Sublessee is in breach of the Sublease at the time Sublessee exercises its option to extend; or (c) the extended term, if exercised, would extend beyond the term of the Base Lease. In the case of circumstance (c), Sublessee will be responsible for obtaining confirmation from Sublessor as to whether the Base Lease will be extended if it is set to expire before Sublessee may rightfully exercise its option to extend. This provision in no way promises or guarantees that the Base Lease will remain active for any specific amount of time and neither Sublessor nor Landlord make any representation as to what length of time the Base Lease will remain active.

F. Miscellaneous

1. This Sublease shall be construed and interpreted under the laws of the State of Texas.

2. Venue for any dispute arising out of this Sublease shall be resolved by litigation in the District Court of Caldwell County.

3. This Sublease in no way creates a joint venture between Sublessor or Sublessee.

4. This Sublease is the final, complete, and entire agreement between Sublessor and Sublessee and supersedes any and all prior agreements, negotiations, arrangements, representations, or understandings, written or oral, relating to the subject matter within.

5. This Sublease may be executed in multiple counterparts on separate pages, each of which may be deemed an original, including electronic copies, which, when taken together, shall constitute the same instrument.

6. Should any part of this Sublease be found invalid, unenforceable, or illegal by a court of competent jurisdiction or other governmental authority with jurisdiction, then such part shall be severed from this Sublease and shall not affect or invalidate the remainder of this Sublease,

which shall remain in full force and effect.

7. Any notice provided pursuant to this Sublease shall be in writing and shall be deemed delivered: (a) if by hand delivery, upon receipt thereof, (b) if by mail, when deposited in the United States mails, postage prepaid, certified mail, return receipt requested, (c) if by facsimile transmission, upon electronic confirmation thereof, (d) if by electronic mail (e-mail), upon electronic confirmation thereof, or (e) if by next day delivery service, upon such delivery. All notices shall be addressed to the signatories of this Sublease at the addresses listed in this Sublease.

SUBLESSOR:

By: 
Name: Doug Mudd
Title: Executive Director

SUBLESSEE:

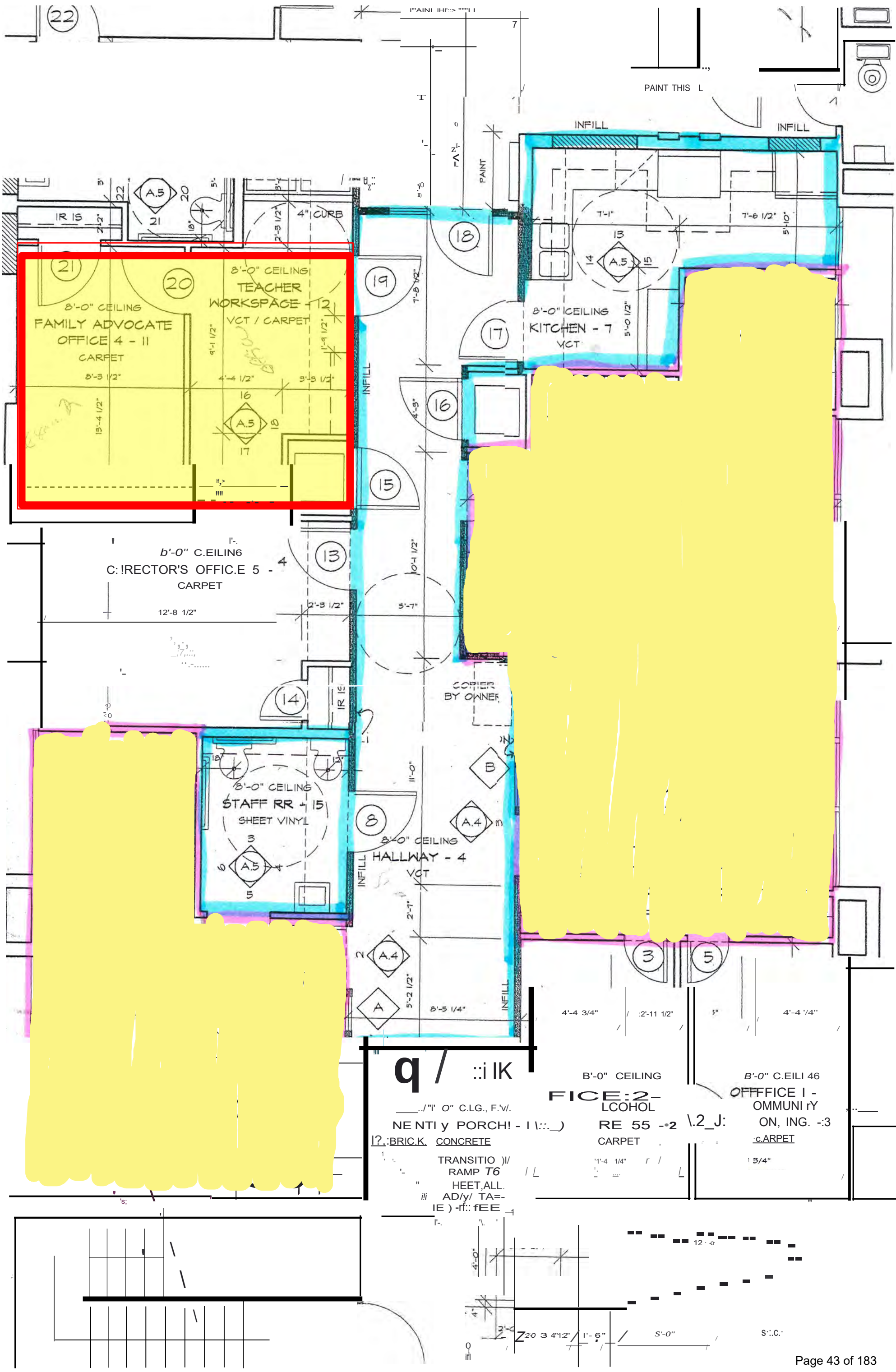
By: _____
Name: _____
Title: _____

CONSENT OF LANDLORD:

Landlord hereby consents to this Sublease.

LANDLORD:

By: _____
Name: _____
Title: _____



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discuss Resolution 2024-12, stating support for Maple Park Manor in obtaining funding from the Affordable Housing Program of the Federal Home Loan Bank of Dallas.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The subject resolution is to express support for the Maple Park Manor senior housing project as JES Dev Co, Inc., the project's developer, applies for Affordable Housing funds through the Federal Home Loan Bank of Dallas. The proposed project would be a two-story senior housing project located northwest of the intersection of Clearfork Street and City Line Road, immediately north of the existing one-story senior housing development within the Lincoln Park Planned Development District. This project had previously received a resolution of support from City Council for its application for Texas Department of Housing and Community Affairs (TDHCA) funding in May 2023. That TDHCA funding application was successful, and this resolution represents a different potential source of funds.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2023-01, expressing support for the application for housing tax credits for the Maple Park Manor senior housing project on May 21, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2024-12, expressing support for the Maple Park Manor project as it requests assistance from the Affordable Housing Program of the Federal Home Loan Bank of Dallas.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Maple Park Support Resolution, R 2024-12, Maple Park Manor (Lockhart) AHP Overview

RESOLUTION NO. 2024-12

WHEREAS, Dev Co, Inc./Maple Park Manor, L.P. has proposed an affordable rental housing development at Lot 1 of Section 3-B Block 1 of Maple Park Plat named Maple Park Manor in the City of Lockhart, Caldwell County, TX (TDHCA Application Number 23236); and

WHEREAS, JES Dev Co, Inc. has received an award of Housing Tax Credits for that development; and

WHEREAS, JES Dev Co, Inc. has indicated an intent to apply for Affordable Housing Program funds through the Federal Home Loan Bank of Dallas to assist with development costs for that development.

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

- 1.** The City of Lockhart, acting through its governing body, hereby confirms that it supports Maple Park Manor and its application for and that the City of Lockhart supports the community revitalization efforts of Maple Park Manor; and
- 2.** The City of Lockhart encourages the Federal Home Loan Bank of Dallas to award funds to assist with the development; and
- 3.** This formal action has been taken to put on record the opinion expressed by the City of Lockhart on April 2nd, 2024, and

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ON THIS SECOND DAY OF April, 2024.

APPROVED:

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

MAPLE PARK MANOR

A 30-UNIT SENIOR DEVELOPMENT

Lockhart, TX



JES HOLDINGS, LLC

COMPANY OVERVIEW

JES HOLDINGS, LLC

DEVELOP

BUILD

MANAGE

INVEST



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

DEVELOPER



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

GENERAL CONTRACTOR



Fairway Construction Co., Inc.

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

PROPERTY MANAGER



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

SYNDICATOR



Affordable Equity Partners, Inc.

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

Texas Communities



**Settlement Estates,
Bastrop**

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



**Riverwood
Commons I and II,
Bastrop**

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



**Hidden Glen,
Salado**

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



**Bluff View
Senior Village,
Crandall**

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



**Highlander
Senior Village,
Bulverde**

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

Texas Communities



IN
DEVELOPMENT

**Maple Park Senior,
Lockhart**

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

**Paige Estates,
Waco**

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

IN
DEVELOPMENT

**Parkside on
Carrier,
Grand Prairie**

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

IN
DEVELOPMENT

**Sweetwater
Station,
Sweetwater**

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



**Pebblebrook
Parkside,
Denton**

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

Texas Communities

IN
DEVELOPMENT

**Estacado Estates,
Amarillo**

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

IN
DEVELOPMENT

**Riverside Manor,
Kerrville**

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

IN
DEVELOPMENT

**Trailside Estates,
Tyler**

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

IN
DEVELOPMENT

**Blanco Basin,
San Marcos**

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

Texas Communities

In
Development

**Maple Park Manor,
Lockhart**

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

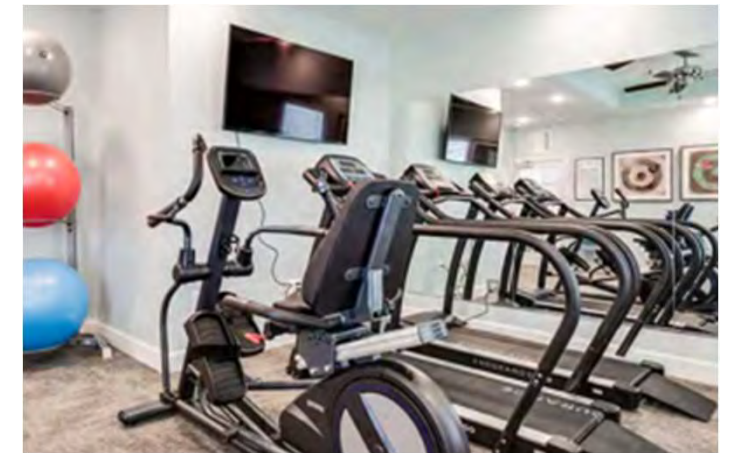
In
Development

**Elsie Manor,
Abilene**

36 Senior Units in a
Historic Building
(24) One Bedroom Units
– 650 Sq. Ft.
(12) Two Bedroom Units
– 850 Sq. Ft.

MAPLE PARK SENIOR VILLAGE

Lockhart, TX



RIVERWOOD COMMONS

BASTROP, TX



HIDDEN GLEN

SALADO, TX



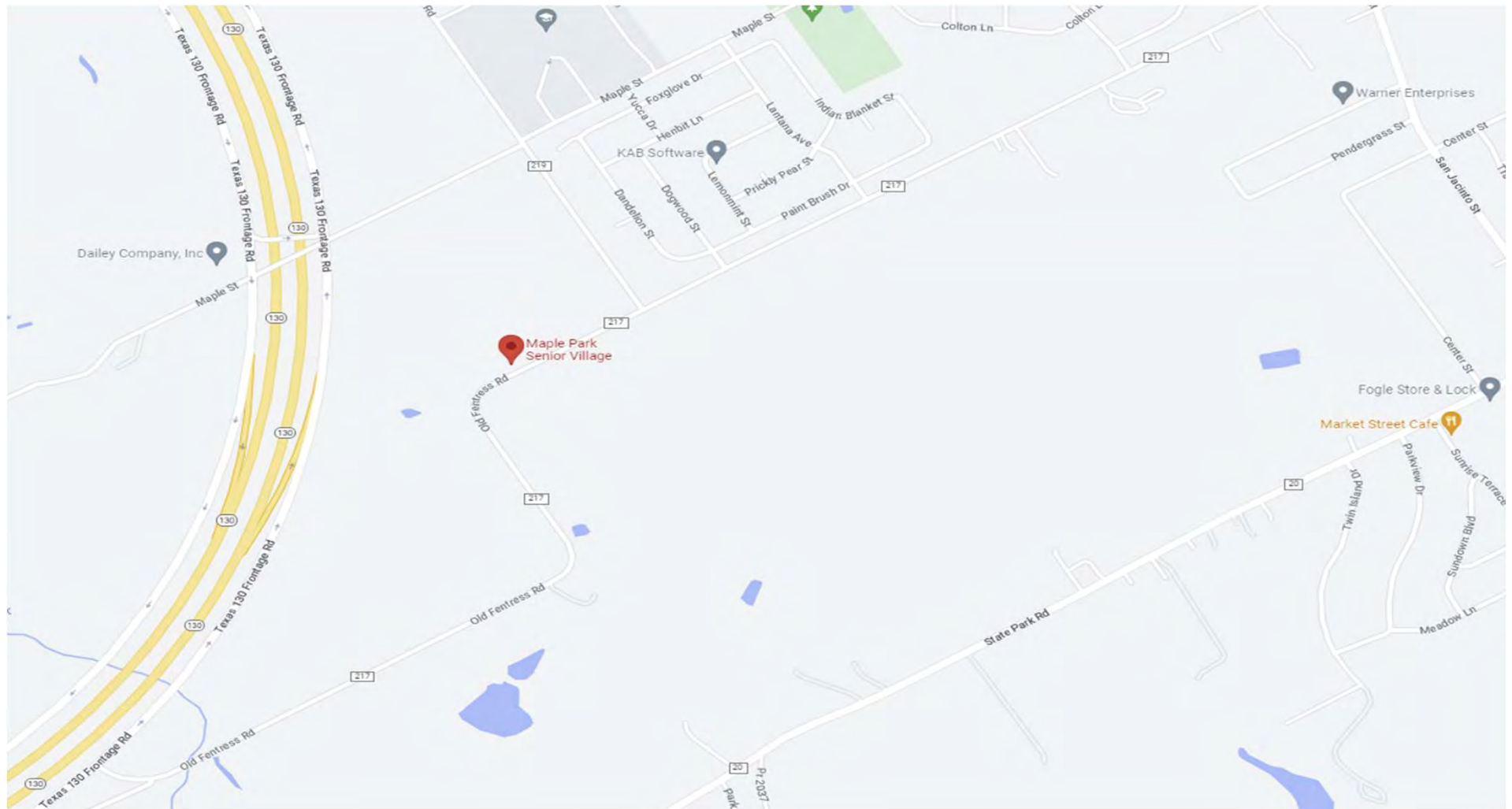
BLUFF VIEW SENIOR VILLAGE

CRANDALL, TX



SITE INFORMATION

SITE LOCATION



SITE AERIAL



[illegible]

RESIDENT PROFILE

RESIDENT PROFILE



Age and Income Requirements

- Age restricted 55 +
- 21 units for residents at \$49K - \$56K
- 6 units for residents at \$41K - \$47K
- 3 units for residents at \$25K - \$28K



RESIDENTIAL UNIT MIX AND RENTS



Unit Mix and Rents

- 24 one-bedroom units (750 square feet)
- 6 two-bedroom units (880 square feet)
- 21 units rent for \$1,314 - \$1,578
- 6 units rent for \$1,095 - \$1,315
- 3 units rent for \$657- \$789



RESIDENT SERVICES

TYPICAL RESIDENT SERVICES

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

AFFORDABLE HOUSING PROGRAM REQUEST

BACKGROUND

- Received Resolution of Support from City in 2023
- Received allocation of credits in 2023
- Purchased land in 2023
- Through 75% of construction planning and permitting
- Typically, would have closed and started construction in late spring of 2024 but...
 - Global disruption of supply chain, material availability, labor force caused by COVID, war in Ukraine, inflation, increase in interest rates, and decrease in price investors willing to pay has resulted in financing gap which has to be filled before we can close deal and start construction
- Construction costs have increased 50%
- Interest rates have increased from 5% to 8.5%, a 70% increase
- Credit pricing has decreased from .88 to .80, a 9% decrease

AHP REQUEST

- Submitting application for AHP funds in 2024 round
- Applications due between April 1, 2024, and May 1, 2024
- Applying for \$1,049,000, the amount that will maximize scoring
- Looking for FHLB member willing to support request

CONTACT

Michael Ash, Development Manager

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

Ryan Garcia, Development Manager

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discuss the Mid-Year Financial Report for FYE 2024.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In an effort to keep the City Council updated and informed on the City of Lockhart's budget, a mid-year financial status report is presented that focuses on financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the Government Finance Officers Association (GFOA).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2024 - Q2 Financial Report - Mid-Year

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

GENERAL FUND REVENUES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **Property Tax revenues are at 101.1% of the FYE 2024 budget.** The majority of property tax revenues are collected in December and January of the fiscal year. The budget for this revenue category assumes a conservative collection rate for property taxes. Exceeding the budget reflects a higher than anticipated collection rate.
- **Sales Tax revenues are at 50.5% of the FYE 2024 budget.** Sales tax deposits are received by the City two months after they are remitted to the State Comptroller; January, February, and March deposits reflect sales from the preceding November, December, January, respectively. The City imposes a 1.5% tax rate on retail sales within the city limits with 1% allocated to the City's General Fund and 0.5% allocated to the Lockhart Economic Development Corporation (LEDC).
- **Other Taxes revenues are at 51.0% of the FYE 2024 budget.** These revenues include Franchise Taxes and Mixed Beverage Taxes. Compared to FYE 2023 YTD, Other Taxes revenues increased 6.6%
- **License and Permit revenues are at 159.8% of the FYE 2024 budget.** The City increased development-related fees for building permits (including electrical, plumbing, HVAC, and gas) resulting in the subsequent increase in License and Permit revenues. Staff anticipates this revenue category to continue a positive trend due to the on-going construction of new residential and commercial developments.
- **Interest earnings are at 110.6% of the FYE 2024 budget.** Interest earnings continue to outpace conservative revenue projections for this category. The current federal funds rate remains above 5% and anticipated to remain above 4% for the calendar year. Staff will continue to monitor these investment returns in the Quarterly Investment Reports provided to Council.

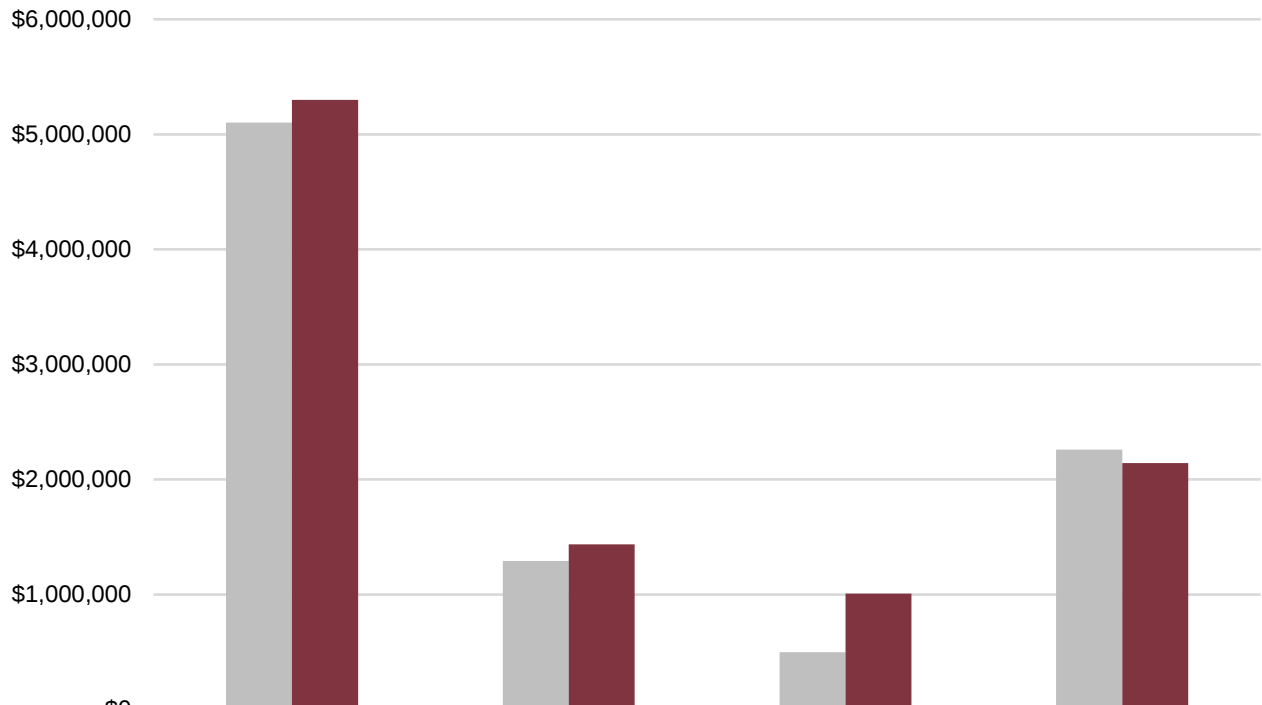
Revenue Category	FYE 2023 Mid-Year	FYE 2024 Mid-Year	FYE 2024 Adopted Budget	% Budget
Property Tax	5,103,420	5,300,086	5,239,839	101.1%
Sales Tax	1,291,692	1,436,943	2,843,437	50.5%
Other Taxes	188,738	201,267	394,888	51.0%
License & Permits	497,926	1,007,028	630,042	159.8%
Interest	130,658	182,545	165,000	110.6%
Transfer	2,258,871	2,141,866	4,735,825	45.2%

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

GENERAL FUND REVENUE COMPARISON
MID-YEAR (OCT - MAR)



	Property Tax	Sales Tax	License & Permits	Transfers
FYE 2023 - Mid-Year	5,103,420	1,291,692	497,926	2,258,871
FYE 2024 - Mid-Year	5,300,086	1,436,943	1,007,028	2,141,866

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

UTILITY FUND REVENUES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **Electric revenues are at 46.6% of the FYE 2024 budget.** Increased revenues are expected during the peak months of the summer. Compared to FYE 2023 YTD, Electric revenues increased 9.0%. This is primarily due to a \$471,300 increase in Service & Fees revenues attributable to new utility accounts and increased power consumption.
- **Water and Wastewater Rates.** In November 2023, the City implemented the third year of a five-year rate increase as recommended by the City's utility rate consultants (Raftelis). Beginning with the second billing cycle in November 2021, the rate increases were structured to have the least impact on customers while still maintaining quality service delivery and financial integrity for the Water and Wastewater utilities. Subsequent increases in these revenues are due in large part to the rate increases and compounded by the growth in new utility accounts.
- **Water revenues are at 51.5% of the FYE 2024 budget.** Water revenues typically increase during summer months. However, these increases may be tempered by seasonal water use restrictions. Compared to FYE 2023 YTD, Water revenues increased 24.7%, or \$588,000. This is primarily due to a 22.5% increase in Service & Fees revenues attributable to new utility accounts and greater than anticipated reconciliation payment from GBRA for water treatment plant operations.
- **Wastewater revenues are at 48.5% of the FYE 2024 budget.** Compared to FYE 2023 YTD, Wastewater revenues decreased 5.6%, or \$100,600. This is primarily due to a less than anticipated reconciliation payment from GBRA for wastewater treatment plant operations. However, Service & Fees revenues increased 8.8%, or \$123,500, attributable to new utility accounts.
- **Solid Waste revenues are at 48.7% of the FYE 2024 budget.**

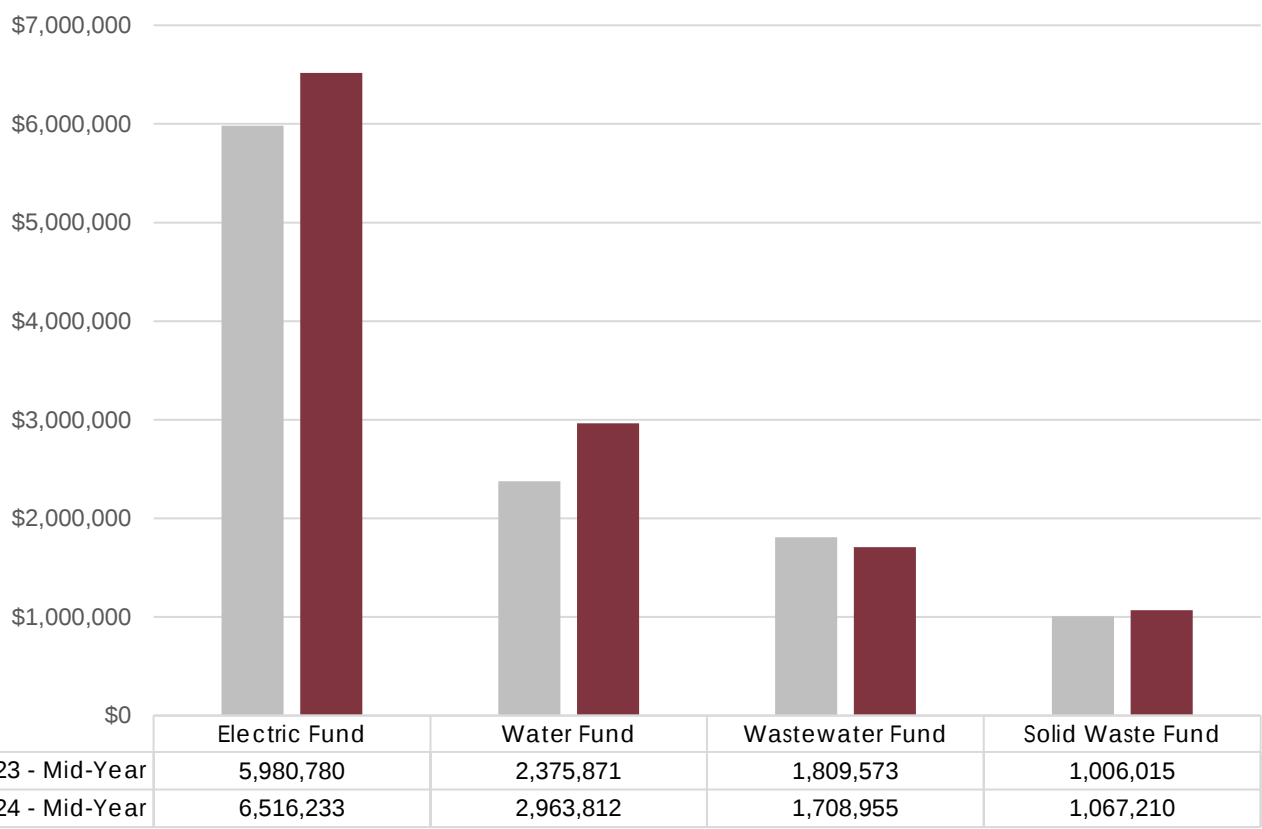
Revenue Category	FYE 2023 Mid-Year	FYE 2024 Mid-Year	FYE 2024 Adopted Budget	% Budget
Electric Fund	5,980,780	6,516,233	13,989,885	46.6%
Water Fund	2,375,871	2,963,812	5,754,837	51.5%
Wastewater Fund	1,809,573	1,708,955	3,525,587	48.5%
Solid Waste Fund	1,006,015	1,067,210	2,191,685	48.7%

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

UTILITY FUNDS REVENUE COMPARISON
MID-YEAR (OCT - MAR)



Mid-Year of FYE 2024

GENERAL FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

The General Fund is currently operating \$3,384,551 revenues over expenditures. This is primarily due to the full receipt of budgeted Property Tax revenues within this reporting period. These revenues represent 51.8% of General Fund revenues received YTD. Departments with higher than 50% budgeted expenditures are the following:

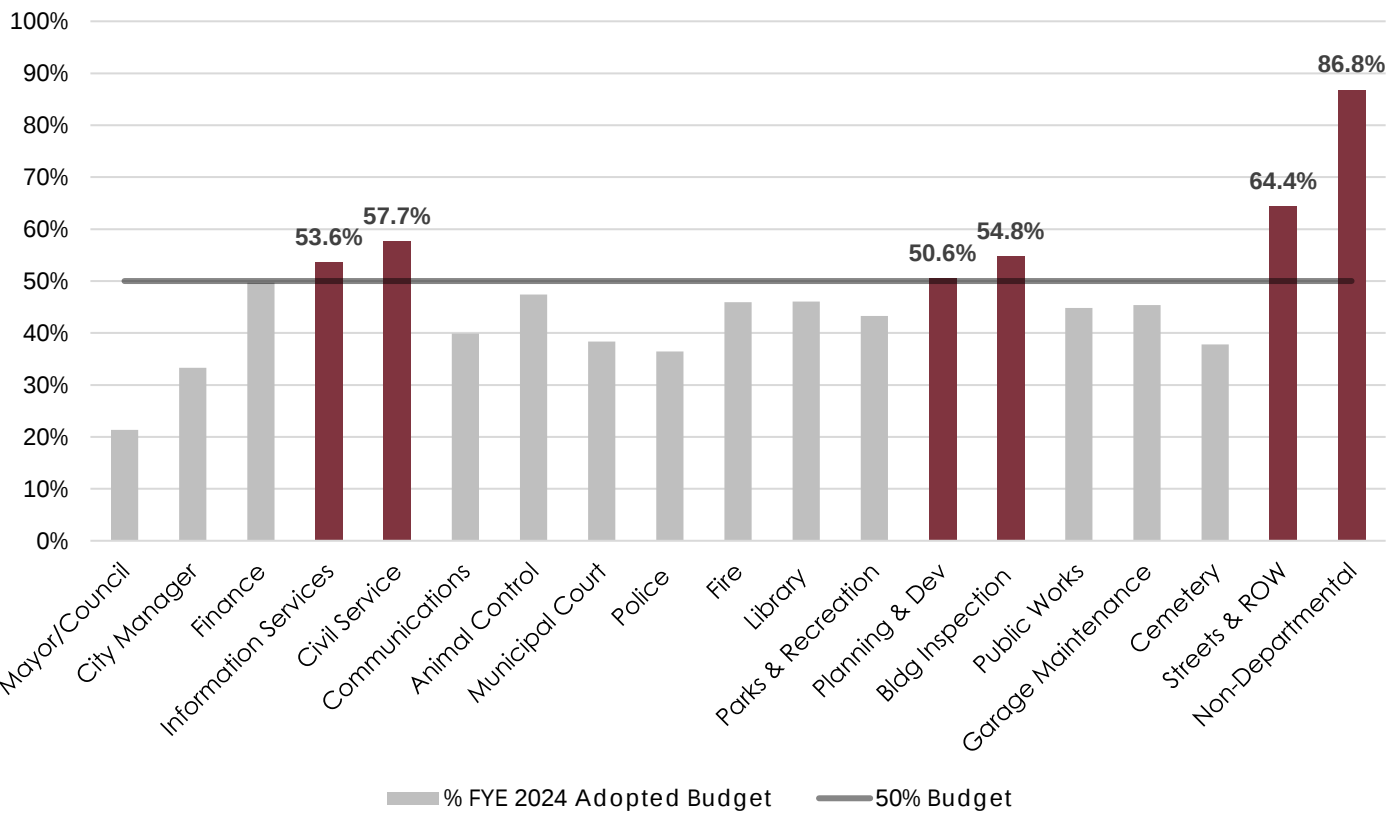
- **Information Services department expenditures are at 53.6% of the FYE 2024 budget** due to an increase in monthly support fees from the City's third-party Information Technology (IT) service provider.
- **Civil Service department expenditures are at 57.7% of the FYE 2024 budget** due to a Civil Service training conference attended by Public Safety and Human Resources administrative staff and Civil Service Commissioners.
- **Community Facilities department expenditures are at 180.3% (\$22,538) of the FYE 2024 budget (\$12,500)** due to unforeseen HVAC and waterline repairs at the Lockhart Area Senior Citizen Activity Center.
- **Planning & Development department expenditures are at 50.6% of the FYE 2024 budget** due to continued Comprehensive Plan consulting fees and Development Review fees from the City Engineer regarding site plan reviews for residential and commercial developments.
- **Building Inspections & Enforcement department expenditures are at 54.8% of the FYE 2024 budget** due to an increase in building inspections with Bureau Veritas, a 3rd party inspection company. Staff anticipates this expenditure to exceed the budget appropriation for this service by the next reporting period. However, these expenditures are offset by the increase in License & Permit revenues.
- **Streets & ROW department expenditures are at 64.4% of the FYE 2024 budget** due to the 2023 Street Improvement Projects.
- **Non-Departmental expenditures are at 86.8% of the FYE 2024 budget** due to the annual payment to TML for liability, property and workers compensation insurance.

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

GENERAL FUND EXPENDITURES BY DEPARTMENT MID-YEAR (OCT - MAR)



Mid-Year of FYE 2024

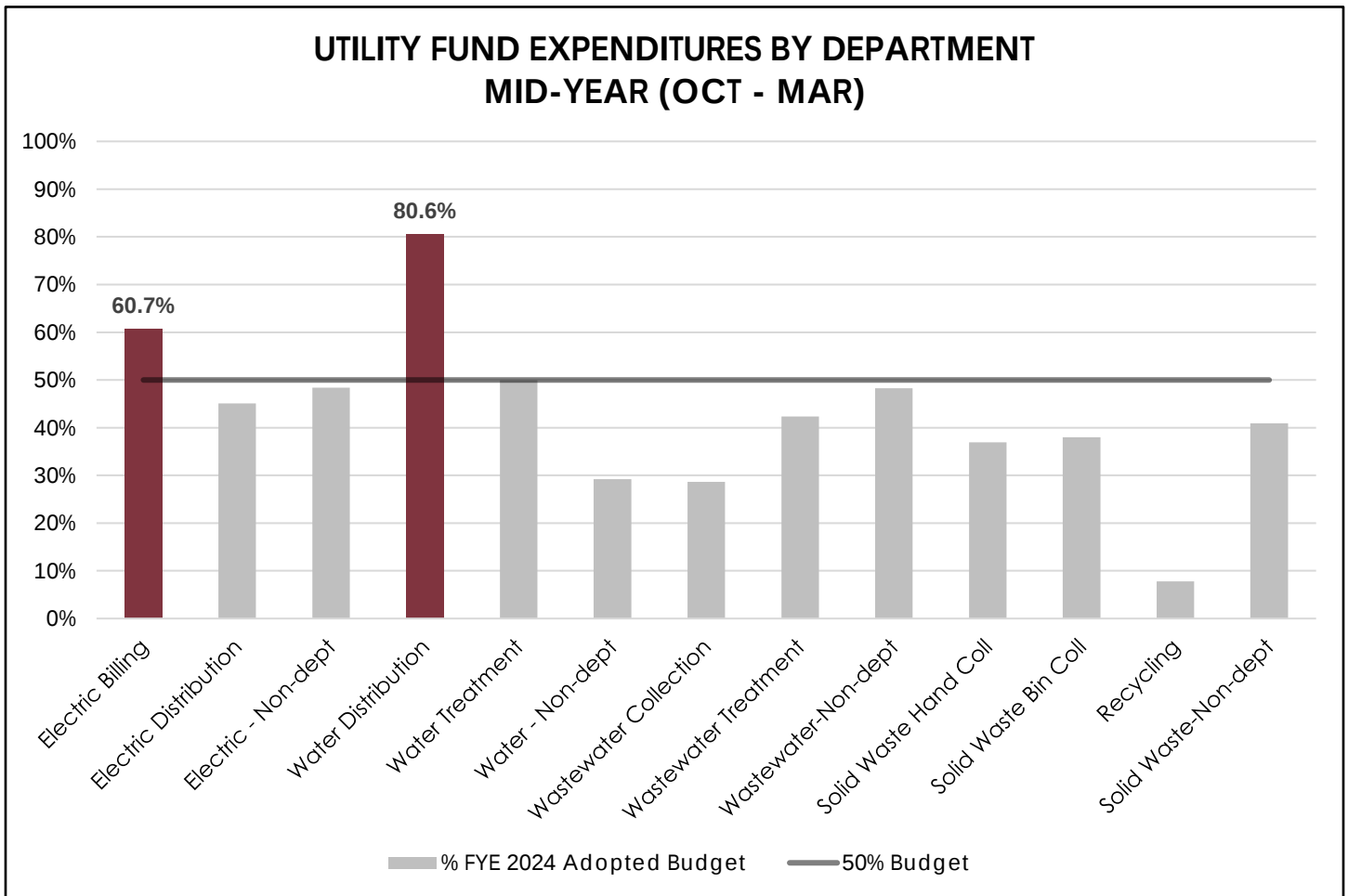
UTILITY FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **The Electric Fund is operating (\$238,600), or (3.5%), revenues over expenditures.** The Electric Billing department is at 60.7% of the FYE 2024 budget due to an increase in processing fees for credit card utility account payments. The Electric Distribution department is at 45.1% of the FYE 2024 budget. As previously discussed, increased revenues are expected during the peak months of the summer.
- **The Water Fund is operating (\$286,730), or (8.8%), revenues over expenditures.** The Water Distribution department is at 80.59% of the FYE 2024 budget due to the GBRA expenditures for water treatment plant operations. These operational costs are billed at a budgeted rate throughout the fiscal year. The actual operation expenditures are reconciled at fiscal year-end. If billed payments are greater than actual costs, the City receives reimbursement. If billed payments are less than actual costs, the City pays the difference. The year-end reconciliation and subsequent expenditure account adjustments are anticipated to balance the fund.
- **The Wastewater Fund is operating \$295,588 revenues over expenditures.** The Wastewater Collection and Wastewater Treatment departments are at 28.6% and 42.3% respectively. The Wastewater Treatment department includes payments to GBRA for maintenance and operations. These payments follow the same reconciliation process described in the Water Fund above.
- **The Solid Waste Fund is operating \$317,810 revenues over expenditures.** The Solid Waste Hand Collection and Solid Waste Bin Collection departments are at 36.93% and 37.99% respectively. This includes payments to Central Texas Refuse for administration and operations of the Solid Waste utility.

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

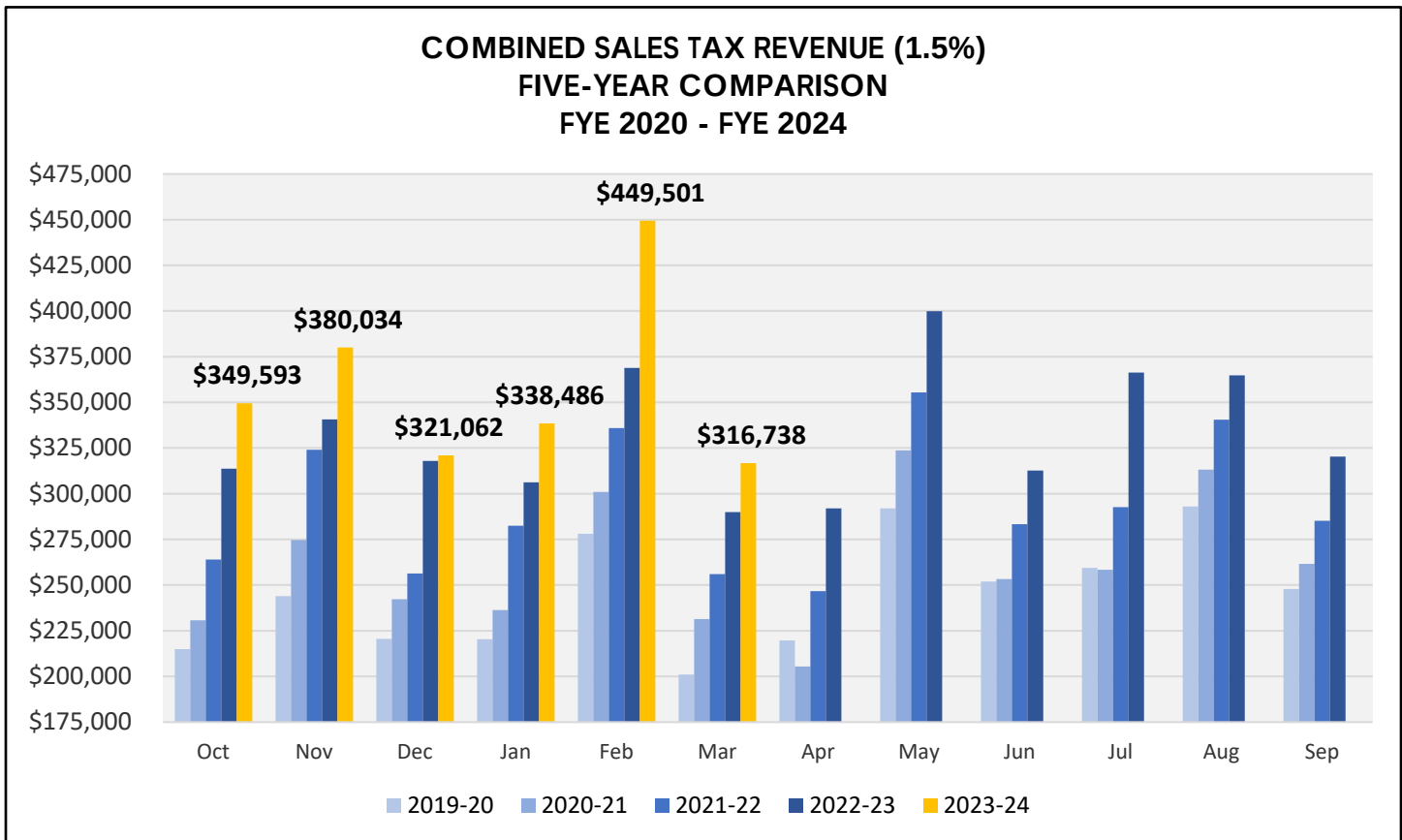
Mid-Year of FYE 2024



Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024



Total Sales Tax (1.5%): Total combined collections to date for FYE 2024 are \$2,155,414. This reflects an 11.2% increase from FYE 2023 YTD.

City Allocation (1.0%):

Total collections for the City of Lockhart to date for FYE 2024 are \$1,436,943.

Lockhart Economic Development Corp. (LEDC) Allocation (0.5%):

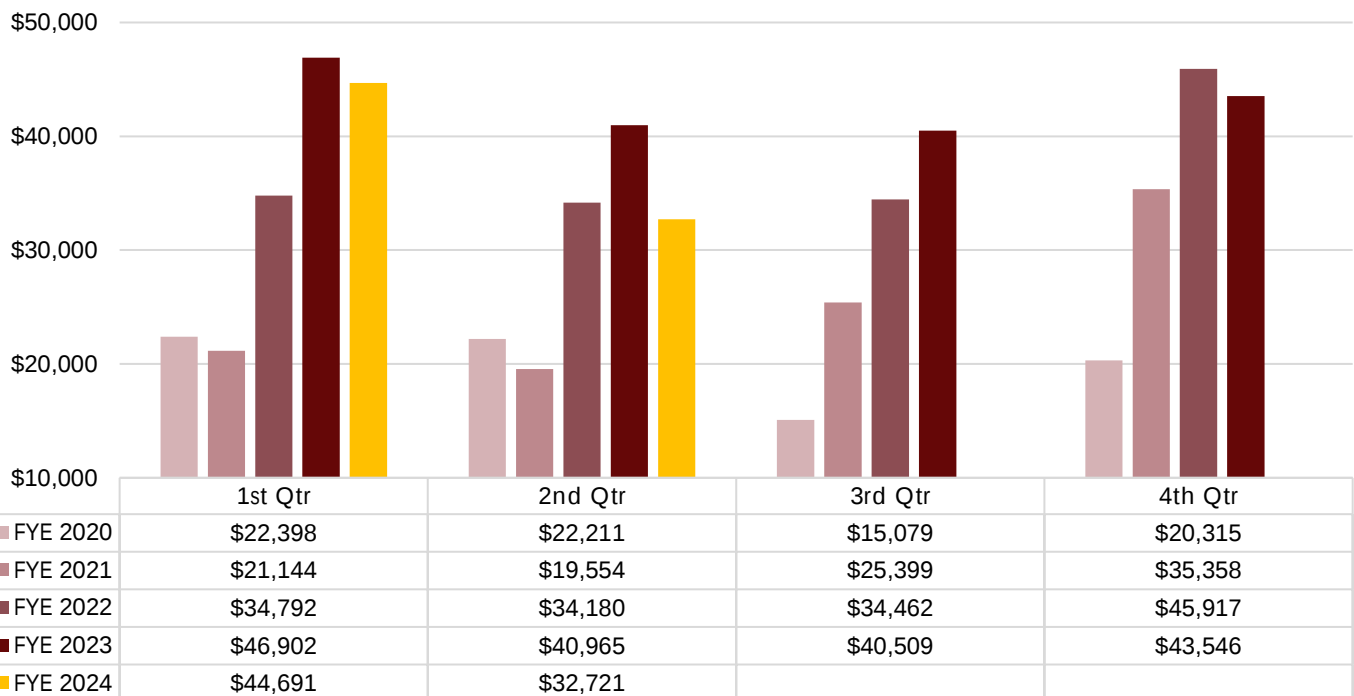
Total collections for the LEDC to date for FYE 2024 are \$718,471.

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

**HOTEL OCCUPANCY TAX (HOT) REVENUE
FIVE-YEAR COMPARISON
FYE 2020 - FYE 2024**



Hotel Occupancy Tax (HOT):

HOT revenues in FYE 2024 – Mid-Year are \$77,412 compared to \$87,867 collected in FYE 2023 – Mid-Year. However, one quarterly payment is still outstanding from one hotel at this time. Historically, this quarterly payment averaged approximately \$12,000.

Short-term rentals are 5.8% of HOT fund revenues.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discuss the Preliminary Budget and Tax Calendar for Fiscal Year 2024-2025.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This document is the preliminary budget and tax calendar for Fiscal Year (FY) 2024-2025. Tentative dates are subject to Council acceptance of the proposed Council workshops. The budget workshops will provide dedicated days for management to present and discuss the City Manager's FY 2024-2025 Proposed Budget.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2025 - Budget and and Tax Calendar

FY 2024-2025	
DATES	BUDGET CALENDAR
CITY OF LOCKHART, TX	
April 8	Budget kick-off with Department Heads and administrative staff.
April 28	Chief appraiser prepares and certifies estimate of taxable values.
May 3	Departmental operating budget requests due to the Finance department and City Manager.
May 13 – 17	City Manager meetings with Department Heads to review budget expenses & needs.
May 24	Revised department budgets due to Finance Director.
June 4	Distribution of City Manager’s Preliminary Budget.
June 10	LEDC meeting w/Budget workshop.
June 11 (Tues)*	Budget Workshop to review General Fund budget.
June 12 (Wed)*	Budget Workshop to review Enterprise & Special Revenue Funds budgets.
June 18	Presentation of GBRA & CCAD Budget. Non-Profits Presentation to Council.
July 23 (Tues)*	Budget Workshop to review Capital Improvement Program (CIP) [water, wastewater, facilities, streets, parks, etc.].
July 24 (Wed)*	Budget Workshop to review ESD No. 5 transition.
July 25	Chief Appraiser certifies the appraised roll to taxing units.
August 2	File City Manager’s Proposed Budget with City Secretary.
August 6	City Manager presents Proposed Budget to Council; LEDC presents LEDC Budget to Council; set two public hearings on proposed budget.
	<u>City Council sets proposed tax rate; record vote; schedule public hearing.</u>
August 20	Public Hearing No. 1 on Proposed Budget.
August 22	First <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post.
August 29	Second <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post (at least 5 days before public hearing).
September 3	Public Hearing No. 2 on Proposed Budget; Public Hearing No. 1 on Proposed Tax Rate. City Council to adopt Budget, approve LEDC Budget; and adopt tax rate.
September 17	Public Hearing No. 2 on Proposed Tax Rate if rate exceeds No-New-Revenue (NNR) tax rate.
October 1	New Fiscal Year
November 30	Deadline for Budget distribution to City Council, Caldwell County Clerk, City Hall, Municipal Library, and post to City’s website.

Regular Council Meetings | * Tentative workshop dates subject to Council availability.

Date: 04/02/24

**SPECIAL MEETING
BUDGET WORKSHOP
LOCKHART CITY COUNCIL**

MAY 8, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Julie Bowermon, Civil Service/HR Director
Gary Williamson, Police Chief
David Fowler, Planning Director
Erin Westmoreland, Municipal Court Manager
Mike Kamerlander, Interim Economic Development Director

Pam Larison, Finance Director
Sean Kelley, Public Works Director
Randy Jenkins, Fire Chief
Ryan Bergerson, Assistant Fire Chief
Travis Hughes, Parks and Recreation Director

Citizens/Visitors Addressing the Council: Shanna Ramzinski of the Caldwell County Appraisal District; and, Joanna Prihoda of Cutright & Prihoda.

ITEM 1. CALL TO ORDER,

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

ITEM 2-A. PRESENTATION OF CALDWELL COUNTY APPRAISAL DISTRICT FISCAL YEAR 2023-2024 ANNUAL BUDGET.

Ms. Larison stated that according to the Texas Property Tax Code, Section 6.06, each year the chief appraiser shall prepare a proposed budget for the operations of the district for the following tax year and shall submit copies to each taxing unit participating in the district and to the district board of directors before June 15.

Shanna Ramzinski, Chief Appraiser for the Caldwell County Appraisal District presented and there was discussion regarding the Caldwell County Appraisal District's budget for Fiscal Year 2023-2024.

ITEM 2-B. PRESENTATION OF PROPOSED CITY HALL RENOVATIONS BY JOANNA PRIHODA OF CUTRIGHT AND PRIHODA, INC.

Mr. Lewis stated that Cutright and Prihoda, Inc. was hired in 2022 to provide architectural design for the administration building located on 105 S. Colorado and again for City Hall renovations. Joanna Prihoda, partner of Cutright and Prihoda, Inc. will present an architectural design scheme that best suits the current needs of City Hall and its departments.

Joanna Prihoda provided details and there was discussion about proposed City Hall renovations.

CONSENSUS: After discussion, the consensus of the Council was to direct Cutright & Prihoda to return with a concept to restore, renovate and possibly expand the existing City Hall.

ITEM 2-C. DISCUSSION AND/OR ACTION REGARDING THE USE OF GENERAL FUND BALANCE FOR ONE-TIME EXPENDITURES.

Ms. Larison stated that according to the City of Lockhart's Financial Policy, if the unassigned fund balance of the General Fund should ever exceed the 25% maximum level, the City Council can consider such fund balance surpluses for one-time expenditures that are not recurring in nature, and which will not require additional future expenses outlays for maintenance, additional staffing or other recurring expenditures. There was discussion.

The proposed one-time expenditures are for the following:

- Six New Vehicles for PD & equipment \$ 378,450
- One New Vehicle for Garage Maintenance \$ 40,000
- City Hall Renovations \$ 250,000
- Connect Fiber to all City buildings \$ 30,000
- Warning Siren #6 \$ 35,000
- Library exterior and interior painting/floors \$ 100,000
- Fire Station #2 Paving \$ 115,000
- Hospital Paving \$ 65,000

The one-time expenditures total \$ 1,013,450.

CONSENSUS: After discussion, the consensus of the Council was to consider approval of the one-time expenditures after the Fiscal Year 2023-2024 budget presentations.

ITEM 2-D. PRESENTATION OF LOCKHART ECONOMIC DEVELOPMENT CORPORATION ANNUAL BUDGET FOR FISCAL YEAR 2023-2024.

Mr. Kamerlander provided details about the Lockhart Economic Development Corporation's (LEDC) annual Fiscal Year 2023-2024 budget that included explanation of LEDC revenue and expenditures.

ITEM 2-E. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED BUDGET FOR FISCAL YEAR 2023-2024.

Ms. Larison provided information and there was discussion about the proposed budget.

There was discussion regarding the following:

- Property and sales tax.
- Employee wages and vacancies.
- Health insurance.
- Capital items:
 - o Municipal court cameras \$8,000
 - o Fire – machinery equipment – funded through ARPA funds
 - o Parks – replace vehicle – funded through ARPA funds
 - o Streets – loader – funded through ARPA funds
 - o Street improvements \$650,000
 - o Sidewalk improvements \$20,000
- Mayor/Council – add funds for wayfinding signs \$140,000
- Tax – 12% increase in CC tax budget
- City Manager – increase in public relations line item
- LEDC – increase for 380 agreement incentives
- Finance – municipal software

- Information services – increase in cost of IT service contract
- Community services – 75% due to asbestos study and removal
- Communications – slight adjustment
- Animal Control – slight increase in medical/chemical and increase to change a part-time to full-time position
- Municipal Court – increase in software expenses
- Police – increase 12 new tasers \$29,000 and new canine and training \$16,000
- Fire – increase equipment
- Library – new computers for the technology center use donated funds
- Parks – one replacement vehicle
- Planning & Development – increase engineering fees
- Building & Inspections – increase for 3rd party inspection services
- Public Works – garage maintenance
- Cemetery – increase in cemetery maintenance contract
- Streets – increase sidewalk improvements
- Non-Departmental - marketing

ITEM 3. ADJOURNMENT

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

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

MAY 9, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Julie Bowermon, Civil Service/HR Director
Cean Charles, EMS Director

Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent
Pam Larison, Finance Director

Citizens/Visitors Addressing the Council: None.

ITEM 1. CALL TO ORDER,

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

ITEM 2-A. PRESENTATION AND DISCUSSION OF THE CITY MANAGER'S PROPOSED BUDGET FOR FISCAL YEAR 2023-2024, INCLUDING BUT NOT LIMITED TO, CITY UTILITIES AND SPECIAL FUNDS.

There was discussion regarding revenue and expenditures of the following:

- Electric Fund
- Utility Billing Fund
- Water Fund
 - Increase of approximately \$3.00 per month in residential water fee
 - New generators purchased for the water plants to be used during power outages
 - Funds allocated to repaint and update the city logo on the San Jacinto water tower
- Wastewater Fund
 - Increase of approximately \$3.00 per month in residential wastewater fee
- Solid Waste Fund
 - Increase of 5% fee to Central Texas Refuse
- Solid Waste Recycling
 - Increase to purchase new bailer for the Recycling Center
- EMS
 - Interlocal agreement with Caldwell County to share costs of capital expenditures and personnel
 - Emergency Medical Services (EMS) will no longer be contracted to Ascension Seton and it will be managed by the City of Lockhart and be funded by both the City of Lockhart and Caldwell County
 - Funds allocated to purchase new ambulance, education tool, life monitors, and other equipment.
- Airport
 - Paving project funded through grant received from the Texas Department of Transportation

Ms. Larison stated that staff still need to receive the tax rate from the Caldwell County Appraisal District and that the Guadalupe-Blanco River Authority will present their budget to the Council at a future meeting.

There was discussion regarding an update about EMS and the proposed Emergency Service District.

Ms. Larison stated Guadalupe-Blanco River Authority will present their budget during the June 20th meeting.

ITEM 3. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 7:30 p.m.

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MAY 16, 2023

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember Kara McGregor
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
David Fowler, Planning Director
Julie Bowermon, Civil Service/HR Director

Brad Bullock, City Attorney
Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent

Citizens/Visitors Addressing the Council: Will Wachel of TRC Engineering; Kylie Mycock and Bobby Eichholz of Rialto Studio; and Ronda Reagan.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. PRESENTATION AND UPDATE BY TRC ENGINEERING AND RIALTO STUDIO REGARDING THE DOWNTOWN REVITALIZATION PROJECT (90% DESIGN REPORT).

Mr. Kelley stated that TRC will be providing a project update regarding the 90% design milestone.

Will Wachel of TRC and Kylie Mycock and Bobby Eichholz of Rialto Studio provided the progress report about changes to the project that included the following topics:

- Completed tasks
- Parking space count update
- Discuss affected events
- Arborist report update
- Next steps and scheduling

In July of 2023, staff will receive the 100% plans for the Downtown Revitalization Project. An additional update by TRC will follow the release of the 100% plans to explain the next steps in the process. There was discussion.

Mayor White requested the following to address the Council:

Ronda Reagan, 412 W. San Antonio, Lockhart, stated that many buildings in the downtown square still have gutters with downspout systems that come off the front of the building that floods parked vehicles and buildings. She requested that the city fix the gutter system to an underground gutter system during the renovation process. She stated that she has considered installing a new awning on one of her buildings but that she hesitates because of the city's plan to widen the sidewalks in front of her building. She requested that the city consider accommodating the 18-wheeler truck that delivers beverages to her business.

Mr. Wachel stated that they would take Ms. Reagan's requests into consideration. There was discussion.

B. DISCUSS AN AGREEMENT BETWEEN THE CITY OF LOCKHART AND TECHLINE REGARDING COMPLETING LK30 CONDUCTOR UPGRADE (PROJECT #16) AS PART OF THE 2017-2022 LOWER COLORADO RIVER AUTHORITY (LCRA) FIVE YEAR SYSTEM STUDY.

Mr. Leos stated that Techline Construction is LCRA's preferred contractor for projects because they are experienced with high voltage line repairs. Techline has conducted the majority of LCRA projects for the City of Lockhart since 1995. Project #16 is part of the LCRA's five-year system study that includes conductor upgrade of LK30 from 337-MCM ACSR to 477-MCM ACSR, which will upgrade approximately 600 feet of overhead distribution line starting at the intersection of Brazos Street and East Live Oak Street, crossing over Colorado Street and San Antonio Street. Mr. Leos recommended approval.

C. DISCUSS THE APPOINTMENT, COMPOSITION, ASSIGNMENT OF DUTIES, AND PERFORMANCE EXPECTATIONS OF A STEERING COMMITTEE FOR THE DEVELOPMENT OF A NEW COMPREHENSIVE PLAN.

Mr. Fowler stated that this item is a continuation of the discussion regarding the formation of a steering committee for the comprehensive planning process. The planning process is expected to last for 18 months. Freese and Nichols anticipates holding 5 public meetings to initiate the project, discuss key topics, explore possible scenarios, review draft work products, and craft the final comprehensive plan document. It is the city's responsibility to appoint a steering committee for the planning process that the city feels provides proper representation of key city issues and constituencies. The purpose of this discussion is to refine the composition of the committee, create a process for the appointment of members and establish the expectations for appointed committee members. There was discussion.

After discussion, the consensus was to compile the membership as follows:

Membership

- 2 persons from City Council;
- 2 persons from the Planning & Zoning Commission;
- 1 person from the Lockhart Independent School District;
- 2 persons – one from each of the Chamber of Commerce;
- 1 local economic development professional;
- 1 representative from Downtown Business Association;
- 1 representative from Lockhart Historical Preservation Commission;
- 1 representative from Parks Board;
- 1 County Commissioner or County Representative; and
- 3 community leaders.

After discussion, the consensus of the Council was to implement the following of the steering committee:

- Attendance requirements – miss no more than 2 meetings.
- Allow residency outside the city limits (in Caldwell County) for organizations whose membership consists of residents outside the city limits.
- Mayor Pro-Tem Sanchez and Councilmember Michelson will recommend members to the steering committee.

RECESS: Mayor White announced that the Council would recess for a break at 7:50 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

Mayor Lew White called the meeting to order at 8:05 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Mayor White gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council. There were none.

ITEM 5-C. DISCUSSION AND CONSIDERATION REGARDING THE 2022-2023 COUNCIL GOALS UPDATE.

Mr. Lewis stated that in April 2022, the City Council, City Manager, and City Management Team met and worked to establish strategic planning goals for 2022 - 2023. Six major areas were identified: City facilities, human resources/staffing, parks and recreation, infrastructure, modernization and communications, development and quality of life, and revenue sustainability. Staff is currently working on the following: interviewing candidates for the Assistant City Manager; pool and park improvements are being researched; and staff is looking into the development fee updates.

ITEM 4-A. POSTPONE PUBLIC HEARING REGARDING APPLICATION ZC-23-03 BY MONTE J. GUIDRY REQUESTING A ZONING CHANGE FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON A TOTAL OF 0.205 ACRES IN THE BYRD LOCKHART LEAGUE, ABSTRACT NO. 17, LOCATED AT 1013 NORTH COLORADO STREET (US 183) UNTIL JUNE 20, 2023 AT 7:30 PM.

Mayor White announced that the public hearing was postponed to June 20, 2023 at 7:30 p.m.

ITEM 5-A. DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF LOCHART AND TECHLINE REGARDING COMPLETING LK30 CONDUCTOR UPGRADE (PROJECT #16) AS PART OF THE 2017-2022 LOWER COLORADO RIVER AUTHORITY (LCRA) FIVE YEAR SYSTEM STUDY.

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

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING THE APPOINTMENT, COMPOSITION, ASSIGNMENT OF DUTIES, AND PERFORMANCE EXPECTATIONS OF A STEERING COMMITTEE FOR THE DEVELOPMENT OF A NEW COMPREHENSIVE PLAN.

Councilmember Westmoreland made a motion to approve the membership composition of citizens and entities as discussed during the work session and to appoint Mayor Pro-Tem Sanchez and Councilmember Michelson to make recommendations of individuals to appoint to the committee. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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

- Lockhart Municipal Airport Update
- Maple Street Splash Pad Update
- McCoy's Building Supply Groundbreaking
- 2023 Police Week Event at the Caldwell County Justice Center

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

Councilmember Mendoza thanked the Hispanic Chamber for hosting the 5K and 10K runs this weekend. He congratulated Coach Hippensteel for his continued tenure as athletic coach for 35 years and more to come.

Mayor Pro-Tem Sanchez congratulated the Hispanic Chamber for a successful Cinco de Mayo event and to the downtown businesses for their patience and support during the downtown events. She congratulated the graduating Class of 2023.

Councilmember McGregor congratulated Courthouse Nights for their musical events. She wished everyone a safe and happy Memorial Day weekend.

Councilmember Castillo congratulated the graduating Class of 2023. He encouraged everyone to keep their belongings and home safe and secure to avoid being a victim of a burglary. He congratulated the Hispanic Chamber for a successful Cinco de Mayo event.

Councilmember Michelson congratulated the Hispanic Chamber for a successful Cinco de Mayo event. He congratulated the graduating Class of 2023 and to the teachers that were awarded grants through the Lockhart Education Foundation.

Mayor White congratulated the Hispanic Chamber for a successful Cinco de Mayo event. He congratulated the graduating Class of 2023. He congratulated McCoys on their groundbreaking ceremony tomorrow.

ITEM 8. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074, TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE. Conduct City Manager's evaluation.

Mayor White announced that the Council would enter Executive Session at 8:32 p.m.

ITEM 9. OPEN SESSION A. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2023-06 AUTHORIZING A SALARY ADJUSTMENT FOR CITY MANAGER STEVEN LEWIS AND ADDENDUM TO THE CITY MANAGER AGREEMENT DATED EFFECTIVE AUGUST 18, 2018 BY AND BETWEEN THE CITY OF LOCKHART AND STEVEN LEWIS.

Mayor White announced that the Council would enter Open Session at 9:26 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2023-06, as presented. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

ITEM 11. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded.
The motion passed by a vote of 7-0. The meeting was adjourned at 9:27 p.m.

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

FEBRUARY 6, 2024

6:30 P.M.

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

Council present:

Councilmember John Castillo
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Brad Westmoreland
Councilmember John Lairsen
Mayor Pro-Tem Angie Gonzales-Sanchez

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director
Gary Williamson, Police Chief
Evan Olszewski, Planner

Brad Bullock, City Attorney
David Fowler, Planning Director
Julie Bowermon, City Secretary/HR Director
Travis Hughes, Parks Director

Citizens/Visitors Addressing the Council: Mike Kamerlander of the Greater San Marcos Partnership; Gandolf Burrus of Grant Development Services; Elle Cross; Brian Limas; and Ivan Karpov.

Work Session 6:30 p.m.

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

DISCUSSION ONLY

A. 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.

Mr. Kelley stated that Gandolf Burrus of Grant Development Services will provide a detailed presentation about the grant and project requirements.

Gandolf Burrus with Grant Development Services stated that 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. There was discussion.

B. DISCUSS RESOLUTION 2024-05 AUTHORIZING THE APPROVAL OF THE FOLLOWING DOCUMENTS, POLICIES, PROCEDURES, AND PROCLAMATION ASSOCIATED WITH THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT CDV21-0093 AS REQUIRED BY THE CIVIL RIGHTS REQUIREMENTS OF TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT AND FAIR HOUSING LAW.

- 1. CITIZEN PARTICIPATION PLAN AND GRIEVANCE PROCEDURES;**
- 2. EXCESSIVE FORCE POLICY;**
- 3. FAIR HOUSING POLICY;**
- 4. SECTION 504 POLICY AND GRIEVANCE PROCEDURES;**
- 5. CODE OF CONDUCT POLICY;**
- 6. SECTION 3 ECONOMIC OPPORTUNITY;**
- 7. LIMITED ENGLISH PROFICIENCY; AND**
- 8. ACTIVITY TO AFFIRMATIVELY FURTHER FAIR HOUSING CHOICE.**

Mr. Kelley stated that in late 2020, the City Council authorized submission of a CDBG grant application for the replacement of residential water meters. Grant Development Services thereafter submitted the application for the grant in the amount of \$350,000. On January 6, 2023, the City was informed that Lockhart was awarded the grant that will replace approximately 950 aging residential water meters. These documents are another portion of the grant requirements in which the City must take actions to ensure that no person or group is denied benefits such as employment, training, housing and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability. The Resolution contains the statement that, in accordance with Section 504 of the Rehabilitation Act of 1973, the City of Lockhart does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds.

C. DISCUSS CITY COUNCIL MINUTES OF THE FEBRUARY 21, 2023 MEETING.

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

D. DISCUSS ENTERING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AUTHORIZING CITY CONTRIBUTIONS FOR SIGNAL/TRAFFIC IMPROVEMENTS TO THE INTERSECTION OF WEST SAN ANTONIO STREET AND MOCKINGBIRD LANE AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACTUAL DOCUMENTS, IF APPROVED.

Mr. Kelley stated that since August 2023, staff has consulted with Texas Department of Transportation (TxDOT) to discuss the potential partnering with TxDOT to make improvements to the intersection of West San Antonio Street and Mockingbird Lane to alleviate bottle-necking at the intersection. On September 19, 2023, staff updated Council on the potential partnership for improvements to this intersection and was directed to bring back an Advance Funding Agreement (AFA) for Council consideration. Currently, there is an 80'ROW on SH 142, which can accommodate the widening of pavement to a single 12' driving lane in each direction on SH142 (one eastbound and one westbound) and one 12' center turning lane for a total of three lanes. The proposed improvement will stretch out 0.15 miles east and west from the intersection (approximately 800' east and west). Additional improvements at this intersection include reconnecting pedestrian accesses, connecting to driveways in the affected area, 1,100 linear feet of curb & gutter, and permanent traffic signal installation with arm-masts. City-owned utility conflicts such as water and wastewater have to be resolved by the City if discovered. TxDOT will handle engineering and design for the project, handle the bidding and award, conduct construction inspections on the improvements and produce as-built plans upon completion. TxDOT's participation in this project has an approximate value of \$180,000-\$200,000 if the City were to design and bid the project. If the City authorizes the AFA, the City will agree to fund the construction of the project up to but not to exceed

\$1,000,000. The attached preliminary estimate of \$926,787.40 from TxDOT explains the quantities necessary to complete the project. Should the City fund the construction of the project for \$1,000,000, TxDOT will cover any overruns in their scope and refund any money back should the project come in under budget. TxDOT has also temporarily postponed the repaving of SH 142 from SH130 to downtown so that it may be collaborated with this project. The 2024 repaving project along with the Mockingbird/W. San Antonio project can be expected to take place in late 2025/early 2026 should the City agree to the terms. There was discussion.

E. DISCUSS RESOLUTION 2024-03 ALLOWING THE POLICE DEPARTMENT TO APPLY FOR THE PATROL LAPTOP TECHNOLOGY IMPROVEMENT PROJECT GRANT THROUGH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) AND DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL.

Chief Williamson stated that the police department wishes to apply for a Criminal Justice Division (CJD) Grant through the Capital Area Council of Governments (CAPCOG) to replace twenty (20) laptops for patrol cars. The current laptops are over six (6) years old and contain the minimum amount of memory required to run the operating system after a recent update. The in-car laptops are a link to law enforcement databases and used to verify people's identity, check registrations on vehicles, check serial numbers for stolen items, write reports, and more. The total for the twenty (20) laptops with extended warranties is \$110,577.23. There are no matching funds required. There was discussion.

F. DISCUSS RESOLUTION 2024-04 ALLOWING THE POLICE DEPARTMENT TO APPLY FOR THE BALLISTIC SHIELD PROJECT GRANT THROUGH THE OFFICE OF THE GOVERNOR (OOG) AND DESIGNATING THE POLICE CHIEF AS THE AUTHORIZED OFFICIAL.

Chief Williamson stated that the police department would like to add ten (10) ballistic shields for use in any possible response to an active shooter or barricaded subject situation. Ballistic shields offer an additional layer of protection for officers and can stop rifle rounds up to certain calibers. The total for this project is \$18,509.70. There are no matching funds required.

G. DISCUSS RESOLUTION 2024-06 AUTHORIZING THE ADOPTION OF THE 2024 LOCKHART PARK, RECREATION, AND OPEN SPACE MASTER PLAN 5-YEAR UPDATE.

Mr. Hughes stated that the adopted 2018 Parks, Recreation, and Open Space Master Plan is over 5 years old. The Master Plan is integral to the planning of future projects and should be updated to reflect the most current needs of the Lockhart community. In addition, the city intends to seek grant funding for projects when appropriate, and most grant funding sources require that applicants provide Master Plans and demographic information that is less than 5 years old. Therefore, the city engaged Halff & Associates to update the Master Plan, which was presented at the December 19th City Council meeting. There was discussion.

H. DISCUSS 1ST QUARTER FINANCIAL REPORT FYE 2024.

Mr. Resendez stated that in an effort to keep the City Council updated and informed on the City of Lockhart's budget, a quarterly financial status report is presented that focuses on financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the Government Finance Officers Association (GFOA). He presented detailed information about the 1st Quarter Financial report for fiscal year 2024.

I. DISCUSS A PROPOSED PROJECT FOR GRANT APPLICATION FOR FUNDING ALLOCATED FROM THE TEXAS GENERAL LAND OFFICE (GLO) FOR HAZARD MITIGATION PROJECTS.

Mr. Resendez stated that City Council provided staff direction at the January 16, 2024, City Council meeting to proceed with the development of a project scope and cost estimate for a proposed waterline replacement project. The proposed project includes the replacement of 6 fire hydrants, 18 isolation/gate valves, and 3,300 Linear Feet (LF) of 8" waterline. Further, this project completes required utility line upgrades for the Blanco Street Bridge TxDOT project and prepares the underlying utilities for future street overlay project consideration.

Construction:	\$1,518,013	
Engineering:	\$227,702	*15% of Construction Cost
Sub-Total:	\$1,745,715	
Grant Administration:	\$139,657	*8% of Total Project
Total:	\$1,885,372	
GLO Funding:	\$1,889,900	
Balance:	\$4,528	

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. There was discussion.

J. DISCUSS APPOINTMENTS, AND ANNOUNCEMENT OF NOMINATIONS, TO THE NEWLY ESTABLISHED ANIMAL SHELTER ADVISORY BOARD.

Mayor White stated that Council previously adopted Ordinance 2024-01 establishing the creation of a seven member Animal Shelter Advisory Board. Ordinance 2024-01 outlines member eligibility as well as board purpose, scope, and responsibility. Councilmembers were invited to submit names for nominations to the newly established Board.

Names Received to Date:

Susan Falgout

Alexandra Worthington

Adrea Theriot

Morgan Siewert, DVM

Caldwell County Commissioner B.J. Westmoreland

Police Chief Gary Williamson

Lockhart Animal Shelter Supervisor Nikole Lockard

K. DISCUSSION REGARDING THE NOMINATION OF NIGEL GUSDORF TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER JUAN MENDOZA FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Juan Mendoza stated that he would like to nominate Nigel Gusdorf to be appointed to the Lockhart Airport Advisory Board.

L. ANNOUNCEMENT OF NOMINATION OF PATRICK STROKA TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER JOHN LAIRSEN FOR A TERM TO EXPIRE IN NOVEMBER 2026.

Councilmember John Lairsen stated that he nominated Patrick Stroka to be appointed to the Zoning Board of Adjustment and Appeals.

RECESS: Mayor White announced that the Council would recess for a break at 7:20 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER,

Mayor Lew White called the meeting to order at 7:35 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Elle Cross stated that she is leading a campaign to distribute a petition to decriminalize low level marijuana possession in Lockhart. She stated that she is a part of an organization named Mano Amiga that recently led a similar campaign in San Marcos which was passed by the voters. She stated that a proposition to decriminalize low level marijuana in Lockhart might be on the November 2024 ballot.

Brian Limas, Lockhart, spoke in favor of decriminalizing low level marijuana possession in Lockhart.

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON APPLICATIONS ZC-23-09 AND PDD-23-01 BY PAMELA MCCLAIN MADERE OF JACKSON WALKER, LLP, AND DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2024-04 FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT AND A PDD DEVELOPMENT PLAN ON 53 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68 AND LOCATED AT 1925 FM 2001.

Mayor White opened the public hearing at 7:45 p.m. and requested the staff background report.

Mr. Fowler stated that this is an application to approve the zoning to Planned Development District (PDD) and approve the PDD Development Plan for a proposed industrial park of up to 877,000 square feet, anchored by a cold storage business to be located south and west of FM 2001 approximately 1,000 square feet north of SH 130. A PDD is requested because of some of the unconventional aspects of the cold storage building including building height, parking, and mechanical requirements. Other than the requested variations from City code, the development will follow the requirements of the Light Industrial

(Li) zoning district. Additionally, the topography of the site, combined with the improvements and roadway dedication required along FM 2001 has led to a request to not require a sidewalk along FM 2001. The proposed PDD Development Plan also provides for specific landscaping improvements to screen the mechanical equipment and outdoor storage proposed as part of the development of the cold storage facility. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Ivan Karpov of Related Fund Management, the applicant, provided information about the plans to develop the property.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 8:00 p.m.

Councilmember Michelson made a motion to approve Ordinance 2024-04, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION REGARDING ORDINANCE 2024-05 PROPOSING TEXT AMENDMENTS TO CHAPTER 18 “ENVIRONMENT”, CHAPTER 46 “SIGNS”, CHAPTER 52 “SUBDIVISION REGULATIONS”, AND CHAPTER 64 “ZONING” OF THE LOCKHART CODE OF ORDINANCES, AS FOLLOWS: AMEND CHAPTER 18 “ENVIRONMENT”, ARTICLE III “NUISANCES”, DIVISION 2 “OFFENSIVE CONDITIONS”, SECTION 18-82 “PROHIBITED”; AMEND CHAPTER 46 “SIGNS”, SECTION 46-6 “PROHIBITED SIGNS AND LOCATIONS”; AMEND CHAPTER 52 “SUBDIVISION REGULATIONS”, ARTICLE V “DESIGN STANDARDS”, SECTION 52-78 “STREETLIGHTS”; AMEND CHAPTER 64 “ZONING”, ARTICLE I “IN GENERAL”, SECTION 64-2 “DEFINITIONS”; ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-197 “REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS.”, SUBSECTION (G) “MINIMUM PARKING AND LOADING REQUIREMENTS”; ADD CHAPTER 64 “ZONING”, ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-197 “REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS.”, SUBSECTION (J) “LIGHTING STANDARDS”; AND AMEND CHAPTER 64 “ZONING”, ARTICLE VII “ZONING DISTRICTS AND STANDARDS”, SECTION 64-198 “PERFORMANCE STANDARDS FOR COMMERCIAL AND INDUSTRIAL DISTRICTS.”, SUBSECTION (C) “NUISANCES” TO ESTABLISH REVISED REQUIREMENTS AND STANDARDS FOR RESIDENTIAL AND COMMERCIAL LIGHTING, INCLUDE REFERENCES TO LIGHTING STANDARDS IN RELEVANT SECTIONS, AND INCLUDE UPDATED STREET LIGHTING POLICY.

Mayor White opened the public hearing at 8:03 p.m. and requested the staff background report.

Mr. Fowler stated that the proposed text amendments are designed to strengthen the City's lighting ordinances in order to minimize glare, reduce lighting-related hazards and nuisances, and improve the overall appearance and effect of residential, commercial, and institutional lighting in the city. Although several chapters are affected, including Chapter 18, Environment, Chapter 46, Signs, and Chapter 52, Subdivision Regulations, the main impetus of the proposed text amendments is to place the majority of the lighting standards in Chapter 64, zoning. The proposed lighting standards will not only define the allowed types of lighting and the intensity of new lighting installations, they also create a mechanism for enforcement in cases where existing lighting sources pose a hazard to public safety or the quiet enjoyment of one's property. In addition to creating much more defined requirements and limits reflecting all types

of commercial, residential, and institutional lighting, the ordinance also codifies the City streetlight policy, which was adopted in 2020 but never added to the Code of Ordinances. Mr. Fowler stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White recommended that Council review the proposed amendments and to postpone action until the next Council meeting.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 8:25 p.m.

Councilmember Michelson made a motion to table the public hearing until the February 20, 2024 meeting at 7:30 p.m. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

- 5-A. Approve Resolution 2024-05 authorizing the approval of the following documents, policies, procedures, and proclamation associated with the Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Project CDV21-0093 as required by the Civil Rights requirements of Title I of the Housing and Community Development Act and Fair Housing Law.
 - 1. Citizen Participation Plan and Grievance Procedures;
 - 2. Excessive Force Policy;
 - 3. Fair Housing Policy;
 - 4. Section 504 Policy and Grievance Procedures;
 - 5. Code of Conduct Policy;
 - 6. Section 3 economic opportunity;
 - 7. Limited English Proficiency; and 8. Activity to affirmatively Further Fair Housing Choice.
- 5-B. Approve City Council minutes of the February 21, 2023 meeting.
- 5-C. Approve Resolution 2024-03 allowing the police department to apply for the Patrol Laptop Technology Improvement Project grant through the Capital Area Council of Governments (CAPCOG) and designating the City Manager as the Authorized Official.
- 5-D. Approve Resolution 2024-04 allowing the police department to apply for the Ballistic Shield Project grant through the Office of the Governor (OOG) and designating the Police Chief as the Authorized Official.
- 5-E. Accept 1st Quarter Financial Report FYE 2024.

ITEM 6-A. DISCUSSION AND/OR ACTION TO CONSIDER ENTERING AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AUTHORIZING CITY CONTRIBUTIONS FOR SIGNAL/TRAFFIC IMPROVEMENTS TO THE INTERSECTION OF WEST SAN ANTONIO STREET AND MOCKINGBIRD LANE AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACTUAL DOCUMENTS, IF APPROVED.

Mayor Pro-Tem Sanchez made a motion to approve the Advance Funding Agreement with TxDOT, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-06 AUTHORIZING THE ADOPTION OF THE 2024 LOCKHART PARK, RECREATION, AND OPEN SPACE MASTER PLAN 5-YEAR UPDATE.

Councilmember Larisen made a motion to approve Resolution 2024-06, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION AND/OR ACTION TO CONSIDER A PROPOSED PROJECT FOR GRANT APPLICATION FOR FUNDING ALLOCATED FROM THE TEXAS GENERAL LAND OFFICE (GLO) FOR HAZARD MITIGATION PROJECTS.

Councilmember Michelson made a motion to approve the project for grant application for funding allocated from the Texas General Land Office for hazard mitigation projects, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS, AND ANNOUNCEMENT OF NOMINATIONS, TO THE NEWLY ESTABLISHED ANIMAL SHELTER ADVISORY BOARD.

Councilmember Lairsen made a motion to approve nominating the appointments to the newly established Animal Shelter Advisory Board as discussed during the work session. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-E. DISCUSSION AND/OR ACTION REGARDING THE NOMINATION OF NIGEL GUSDORF TO THE AIRPORT ADVISORY BOARD BY COUNCILMEMBER JUAN MENDOZA FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Mendoza made a motion to appoint Nigel Gusdorf to the Airport Advisory Board. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 6-F. ANNOUNCEMENT OF NOMINATION OF PATRICK STROKA TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER JOHN LAIRSEN FOR A TERM TO EXPIRE IN NOVEMBER 2026.

Mayor White announced that action on the appointment would be considered during the next meeting.

ITEM 6-G. CONSIDERATION AND ACTION REGARDING PETITION FOR RELEASE OF 101.8 ACRES OF LAND FROM ETJ, LOCATED AT 542 FM 672, LOCKHART, TEXAS 78644 FROM THE CITY'S ETJ BY DONALD A. O'NEIL, PETITIONER.

Mayor White stated that the item would be considered in Executive Session.

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

- New hours of service at the Lockhart Recycling Center.
- Update on ESD No. 5 activities.
- Update on the January 20th Police Officer entrance exam.
- Update on the Comprehensive Plan Steering Committee activities.
- KidFish at City Park on March 16th at 9:00 a.m.

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

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated the Hispanic Chamber for a successful banquet as well as the recipients of awards. She congratulated the Carter Foundation for a successful event. She thanked the Lockhart Police Department for working with the school on a recent issue at Lockhart High School.

Councilmember Lairsen also thanked all that assisted with the incident at Lockhart High School.

Councilmember Castillo expressed condolences to families that have lost a loved one. He thanked all that assisted with the incident at Lockhart High School.

Councilmember Michelson thanked staff for their work. He congratulated the recipients of awards at the Hispanic Chamber banquet.

EXECUTIVE SESSIONS

Mayor White announced that the Council would enter Executive Session at 8:48 p.m. to discuss the items listed below in agenda items 9 and 10:

ITEM 9. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT.

- A. Discussion regarding economic development negotiations with Project Celebration.
- B. Discussion regarding economic development negotiations with Project Holiday.
- C. Discussion regarding economic development negotiations with Project Lifesaver.

ITEM 10. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.

- A. Discussion with City Attorney regarding Petition for Release of 101.8 acres of land from ETJ, located at 542 FM 672, Lockhart, Texas 78644 from the City's ETJ by Donald A. O'Neil, Petitioner.
- B. Consultation with attorney to seek legal advice regarding an interlocal cooperation agreement between Caldwell County Emergency Services District No. 5.

ITEM 11. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 10:10 p.m.

A. Discussion and/or action regarding economic development negotiations with Project Celebration.

There was no action.

B. Discussion and/or action regarding economic development negotiations with Project Holiday.

There was no action.

C. Discussion and/or action regarding economic development negotiations with Project Lifesaver.

There was no action.

D. Discussion and/or action regarding Petition for Release of 101.8 acres of land from ETJ, located at 542 FM 672, Lockhart, Texas 78644 from the City's ETJ by Donald A. O'Neil, Petitioner.

Mayor White made a motion that the Petition for Release of 101.8 acres located in the ETJ at 542 FM 672, Lockhart, Texas to remove property from the city's extraterritorial jurisdiction be denied because it is the city's position that SB 2038 is an unconstitutional delegation of legislative authority and it conflicts with the city's grant of legislative discretion under Local Government Code 42.023. The city does not consent to remove the property from its ETJ pursuant to Section 42.023. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

E. Discussion and/or action regarding an interlocal cooperation agreement between Caldwell County Emergency Services District No. 5.

Mayor White made a motion to authorize the city attorney to negotiate an interlocal agreement with the Caldwell County Emergency Services District No. 5. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 12. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:14 p.m.

PASSED and APPROVED this the 2nd day of April, 2024.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider renewing lease for a term of 5-years with Community Action, Inc. of Central Texas and sublease with WIC of Texas co-located at 901 Bois D' Arc Street, and appointing the Mayor to sign the lease if approved.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Community Action and WIC are currently leasing space at 901 Bois D' Arc Street (former Lockhart Hospital). These groups serve vital roles in the community and have complimentary services. WIC serves approximately 1000 low-income Women, Infants and Children clients per month in Lockhart and has been providing these services at the Bois D' Arc Street location since 2018. Community Action provides a variety of community services ranging from early childhood education, adult literacy programming, and health services to name a few.

The current lease is set to expire on May 31, 2024. The lease presented tonight would extend that term for an additional 5-year from June 1, 2024 to May 31, 2029 and has a renewal option for an additional 5-years.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of renewing the leases with Community Action, Inc. and WIC for a term of 5-years.

LIST OF SUPPORTING DOCUMENTS: Lease Agreement, Lockhart Sublease with Community Action and WIC 2024

Lease Agreement
South Bottom Wing of Old
Lockhart Hospital Building
Between City of Lockhart
and
Community Action, Inc., Of Central Texas

Beginning Date: June 1, 2024

Ending Date: May 31, 2029

LEASE

COMMUNITY ACTION, INC. OF CENTRAL TEXAS

THIS LEASE is made between the City of Lockhart, hereafter called "Lessor," whose address for purposes of notice under this lease is P.O. Box 239, Lockhart, Texas 78644, and Community Action, Inc. of Central Texas, hereafter called "Lessee," whose address for purposes of notice under this lease is P.O. box 748, San Marcos, Texas 78667-0748.

The parties agree as follows:

1. **DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial space: approximately 2,500 square feet on the first bottom floor of the south wing of the old hospital building at 901 Bois D'Arc, Lockhart, Texas, as shown on Exhibit A, attached, and incorporated herein.
2. **TERMS OF LEASE.** The term of the lease is as follows: five (5) years, commencing on June 1, 2024, and ending at midnight on May 31, 2029. **Provided**, however, that the Lessee shall have the right to renew this lease for an additional term of five (5) years, on like terms and conditions, by delivering a written notice of intent to renew the lease to Lessor no later than ninety (90) days from the end of the term.
3. **RENTAL.** In the interest of a public purpose involving community health and social services, Lessee shall pay to Lessor as rent at the address set forth above, or at any other address that Lessor may designate, the minimum annual rent of \$1.00. Additionally, Lessee shall perform functions as described in Paragraphs 6 and 7 of this document, as conditions precedent to this lease.
4. **TAXES.** Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the premises, should it be required.
5. **SUBORDINATION.** This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
6. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:
 - a. To pay the rent and every installment of it when it comes due; to use the premises in a careful and proper manner for the express purpose of operating a not for profit social services center; to commit or permit no waste or damages to the premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the premises

or expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (except for movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the premises. **Any sublease agreement entered into must be with a non-profit community health-related entity; any such agreement must be provided to the City of Lockhart in a timely manner. The entity subleasing must provide comprehensive public liability insurance as required in (c) below unless Lessee agrees in writing to include the sublessor in its required policy.**

- b. To conserve electricity and gas utilities which are provided "in the interest of a public purpose."
- c. To maintain, at all times during the lease term, at Lessee's costs, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the premises, in an amount of at least \$1,000,000.00 for injuries to persons in one accident, \$300,000.00 for injuries to any one person, and \$50,000.00 for damages to property. The insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the State of Texas. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the lease term, at Lessee's expense, broad-coverage fire and casualty insurance on its property (including inventory) and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. At its option, Lessor may request Lessee to obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year. If Lessee fails to furnish policies or certificates showing policies to be paid in full as provided in this Lease, Lessor may obtain the insurance, and the premiums on that insurance will be deemed additional rental to be paid by Lessee to Lessor on demand.
- d. To prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.
- e. To indemnify and hold harmless Lessor and the leased premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee;

from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

- f. In case of damage to glass in the leased premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.
- g. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the premises are made necessary by reason of the special use and occupancy of the premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.
- h. To permit Lessor to enter, inspect, and make such repairs to the leased property as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the leased premises a notice that Lessee may not remove stating that the premises are for rent one month preceding the expiration of this lease.
- i. To effect all minor repairs to electrical, air conditioning, and plumbing in any amount requiring expenditures of less than \$500.00

7. **ADDITIONAL REQUIREMENTS OF LESSEE.** The following provisions are hereby incorporated into the lease, and shall be mandatory requirements for the continuation of the lease.

- a. The Lessee shall not in any way discriminate against a person because of race, gender, ethnic background, sexual orientation, or religion.
- b. The Lessee shall allow no activity that would in any way be construed as inappropriate for the providing of public funds or services rendered by this lease by Lessor. The use of tobacco products and alcoholic beverages will not be allowed on the premises.
- c. The Lessee, at its own expense, shall maintain areas described in Exhibit A and shall allow other building Lessees to use the common areas of such hallways,

corridors, restrooms, parking areas, etc., between or contiguous to various areas being leased. It is acknowledged that because the lease space is in separate tracts within the building, there are or will be other activities or lessees in other portions of the building which shall require non-exclusivity of usage and control. Lessee acknowledges Lessor's right to permit other parties' usage of said areas. The fenced in playground area is not included in the common area as herein described.

- d. The Lessee shall not allow any commercial activities for profit on the premises by any third party, except those that could be construed as being in accordance with Paragraph 8 of this Lease. This does not prevent, for example, hearing aid screenings, and other service-related matters typical of those related to the services provided by the Lessee from being performed on the premises.
- e. The Lessee shall comply with all zoning requirements of the City of Lockhart

8. **EXCLUSIVE USE.** Lessee agrees that its use of the premises described in Exhibit A shall be exclusively for purposes of providing social services by Community Action, Inc., of Central Texas.

9. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

- a. To warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.
- b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to render the premises tenable by repairs within ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.
- c. At Lessor's expense, to perform all maintenance and repair required to keep the heating and air-conditioning equipment servicing the leased premises in good operating condition during the term of this lease and any renewal term.

10. **DEFAULT IN PAYMENT OF RENT.** If any rent required by this lease is not paid when due, Lessor will have the option to:

- a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair

rental value of the property for the remainder of the lease term, reduced to present worth; OR

- b. Resume possession and re-lease or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent becomes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

11. DEFAULTS OTHER THAN RENT. If either Lessor or Lessee fails to perform or breaches any agreement in this lease other than the agreement of Lessee to pay rent (including those specifically delineated in Paragraph 6) and this failure or breach continues for ten (10) days after a written notice specifying the required performance has been given to the party failing to perform:

- a. The party giving notice may institute action in a court of competent jurisdiction to terminate this lease or to compel specific performance of the lease, in which case the losing party shall pay the prevailing party all expenses of litigation, including reasonable attorneys' fees; OR
- b. Lessor or Lessee may, after thirty (30) days' written notice to the other, comply with the agreement or correct any such breach, and the costs of such compliance shall be payable on demand.

12. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated as bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

13. LESSOR TO HAVE LIEN. Lessor will have a lien against all improvements by the Lessee to the building on the leased premises and on any goods, equipment, and other personal property not covered under the Federal Government Circular A-110, Subpart C: Property Standards #33 and any subsequent revisions during the lease term, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

14. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this lease will not be a waiver to preclude the exercise of any other right or remedy afforded to Lessor by this lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one

or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or operation; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this lease or any portion of the area leased without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease. Sublessee will be obligated to pay rent if required directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

15. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed to the leased premises, and proof of mailing or posting of those notices to the leased premises will be deemed the equivalent of personal service on Lessee. All notices to either party shall be sent by certified or registered mail, return receipt requested.

16. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

17. TEXAS LAW. This lease will be governed by the law of the state of Texas, as to both interpretations and performance.

18. ENTIRE AGREEMENT. This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference.

19. TERMS INCLUSIVE. As used herein, the terms “Lessor” and “Lessee” include the plural whenever the context requires or admits.

20. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives and assigns of the parties.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease Agreement on _____, 2024.

Signed and sealed as witnessed below:

LESSOR

Witness:

Lew White, Mayor
The City of Lockhart

Julie Bowermon,
City Secretary

LESSEE

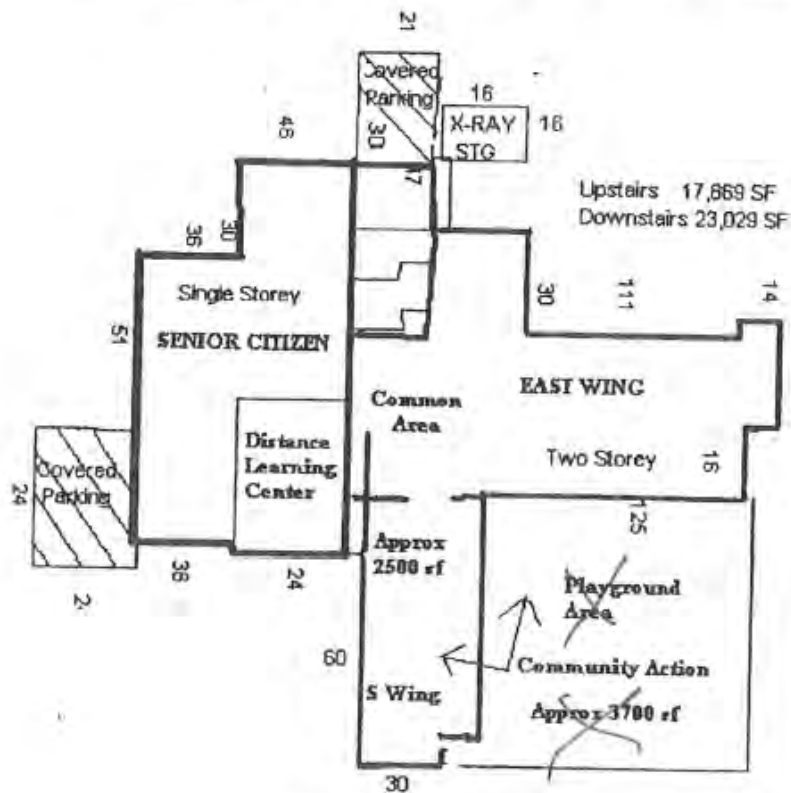
Witness:

Carole Belver
Communication Action, Inc., of
Central Texas

Old Hospital Building

Exhibit A

Community Action, Inc., Hays, Caldwell, Blanco Counties



Located at 901 Bois D Arc St.

*Not to Scale

Internet Connection Agreement

This agreement (Agreement) is made as of _____ 2024, between the City of Lockhart, with its offices located at 308 West San Antonio, Lockhart, Texas 78664 (COL), and, Community Action Inc., with its offices located as 101 Uhland Rd. Suite 107, San Marcos, Texas 78667, (CAI).

WHEREAS, COL and CAI mutually agree to enter into an Agreement with regard to use of certain DSL Internet connection located at 901 Bois D'Arc, Lockhart, Texas 78644 maintained by CAI.

WHEREAS, CAI agrees to provide the following:

CAI shall provide to COL unlimited use of this internet connection at no cost for the term of this agreement to COL for the sole purpose of providing internet services to the COL public access technology center.

WHEREAS, COL agrees to provide the following:

- 1) COL shall pay for all equipment and installation as it relates to connecting the existing DSL circuit from CAI's Head Start program to the city's technology center including, but not limited to, cabling, switches, and firewalls.

WHEREAS, both parties agree to the following:

- 1) All equipment and cabling installed by COL shall remain the exclusive property of COL.
- 2) Prior to the start of the project, technical representatives from both CAI and COL shall agree upon the technical method in which the two networks will be interconnected.
- 3) Neither party shall have recourse with the other party as it relates to damages caused by either party from breaches of security as it related to internet worms and viruses.

NOW, THEREFORE, for and in consideration of the terms and conditions and mutual obligations contained herein, the parties agree as follows:

TERMS OF AGREEMENT. This Agreement shall commence upon execution by an authorized representative by both parties for a period of three (3) years and shall remain in effect until terminated as otherwise provided herein.

TERMINATION. This agreement and/or any individual project order hereunder may be terminated under the following conditions and in the manner specified.

- (i) Immediately upon material breach by written notice from the injured party
- (ii) Immediately upon written notice, in the event that either party files for bankruptcy or for some similar process of protection against creditors
- (iii) As may be mutually agreed.
- (iv) After 30-day written notice by either party.

In the event of termination as specified above, obligations which by their nature survive termination such as obligations to pay for Services rendered, protection of

confidential information, ownership of proprietary information and similar items shall all survive termination of any nature.

INDEPENDENT PARTIES. In following their respective obligations under this Agreement, the parties act and shall act at all times as independent parties and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

NON-ASSIGNMENT. Neither party shall assign this Agreement or any of its respective rights or obligations under this Agreement without the prior written consent of the other party. No such approval of assignment shall relieve or release the assigning party from any of its obligations under this Agreement to the non-assigning party.

WAIVER AND SEVERABILITY. Failure by either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any right thereof or the right of the other party thereafter to enforce each and every provision. The provisions of this Agreement are declared to be severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.

FORCE MAJEURE. Neither CAI or COL shall be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to acts of God, acts of government, fires, floods, epidemics, freight embargoes, unavailability of materials, or any cause of condition beyond either parties control, whether foreseeable or not.

NOTICES. All notices required by or relating to this Agreement shall be in writing on shall be sent via courier or certified mail to the parties to this Agreement at the following addresses or to such other address as either party may substitute by written notice to the other:

COL:	City of Lockhart 308 West San Antonio Lockhart, Texas 78644
CAI:	Community Action Inc. 101 Uhland Rd. Suite 107 San Marcos, Texas 78667

GOVERNING LAW. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. Any litigation to enforce or interpret this Agreement shall be filed and heard only in the state or federal courts for Caldwell County, Texas. If any legal action is brought by either party relating to this

Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Lockhart:

By: _____

Joseph Resendez

Assistant City Manager

Date:

Community Action Inc.

By: _____

Doug Mudd

Executive Director

Date:

Sublease

This Sublease, entered into between Sublessor and Sublessee (collectively, the “Parties”), as defined below, is entered into on the date of full execution of this document by all Parties, and subject to the terms and conditions below, the Parties agree as follows:

Sublease

Sublease Start Date: _____, 2024

Sublessor: Community Action, Inc. of Central Texas

Sublessor’s Address: 215 S. Reimer Ave. Suite 130, San Marcos, TX 78666

Sublessee: City of San Marcos (“WIC” Program)

Sublessee’s Address: 630 East Hopkins Street, San Marcos, Texas 78666

Subleased Premises: Approximately 920 square feet of space out of the Base Lease Premises as shown in Exhibit A, highlighted in yellow, and attached hereto and made a part hereof.

Sublease Commencement Date: June 1, 2024

Sublease Termination Date: May 31, 2029

Sublease Rent: In lieu of monthly rent, Sublessee shall provide cleaning services on a weekly basis for the common areas, including the entry hallway, and the hall restroom, as identified in Exhibit A to the Base Lease.

Permitted Sublease Use: Operation of the Women, Infants and Children (“WIC”) Program office and clinic space for the provision of services to WIC Program eligible members of the public.

Base Lease

Base Lease Start Date: June 1, 2024

Landlord: City of Lockhart

Tenant: Community Action, Inc., of Central Texas

Premises: Approximately 2,500 square feet on the first floor of the south wing of the old hospital building at 901 Boise D’Arc, Lockhart, Texas

Base Lease Termination Date: May 31, 2029

A. Sublessee agrees to—

1. Sublease the Subleased Premises for the Sublease term beginning on the Sublease Commencement Date and ending on the Sublease Termination Date.
2. Provide the cleaning services specified above in lieu of monthly rent.
3. Obey all laws relating to Sublessee's use of the Subleased Premises and terms of the Base Lease as they apply to the Subleased Premises except as, otherwise, provided herein. All obligations of the Sublessor, including, but not limited to, any duty to indemnify, shall be enforceable against Sublessor only to the extent permitted by law and with the limitation that Sublessor, in no manner waives any limitations on liability or any immunity granted by applicable laws or the Texas Constitution.
4. Vacate the Subleased Premises and return all keys to the Subleased Premises on termination of this Sublease.
5. Maintain liability insurance for the Subleased Premises and the conduct of Sublessee's business in the amounts stated in the Base Lease.
6. Maintain insurance on Sublessee's personal property.
7. Deliver certificates of insurance to Sublessor when requested.

B. Sublessee agrees not to—

1. Use the Subleased Premises for any purpose other than the Permitted Sublease Use.
2. Create a nuisance.
3. Interfere with any other tenant's normal business operations or Landlord's management of the building.
4. Permit any waste.
5. Use the Subleased Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.
6. Change Landlord's lock system, except that Sublessee may re-key the doors from the hallway into the Subleased Premises.
7. Alter the Subleased Premises.
8. Allow a lien to be placed on the Subleased Premises.
9. Assign this Sublease or sublease any portion of the Subleased Premises without Sublessor's written consent.

C. Sublessor agrees to—

1. Sublease the Subleased Premises to Sublessee for the Sublease Term.
2. Comply with Tenant's obligations under the Base Lease.
3. Enforce Landlord's obligations under the Base Lease.
4. Make available to the Subleased Premises all services and rights provided under the Base Lease.
5. Obey all laws relating to Sublessor's operation of the Subleased Premises.

D. Sublessor and Sublessee agree to the following:

1. Defaults by Sublessee are (a) failing to timely provide the services in lieu of the Sublease Rent, (b) abandoning or vacating a substantial portion of the Subleased Premises, and (c) failing to comply within ten (10) days after written notice with any provision of the Base Lease or Sublease other than the defaults set forth in (a) or (b) ("Sublessee Default(s)").

2. Sublessor's remedies for Sublessee's Default, the list of which is not exclusive and where any number of remedies may be simultaneously pursued: (a) enter and take possession of the Subleased Premises, after which Sublessor may relet the Subleased Premises on behalf of Sublessee and receive the Sublease Rent directly by reason of the reletting, and Sublessee agrees to reimburse Sublessor for any expenditures made in order to relet; (b) enter the Subleased Premises and perform Sublessee's obligations; (c) terminate this Sublease by written notice; (d) sue for damages in a court of competent jurisdiction; and (d) take any other legal or equitable action to which Sublessor is entitled to enforce its rights under this Sublease.

3. Default by Sublessor is failing to comply with any provision of this Sublease within thirty (30) days after written notice or for such lesser period provided in the Base Lease ("Sublessor Default").

4. Sublessee's remedies for Sublessor's Default where Sublessee may simultaneously pursue both remedies: (a) sue for damages in a court of competent jurisdiction; or (b) if the Default is the failure to enforce Landlord's obligations under the Base Lease to provide services reasonably necessary for Sublessee to occupy the Subleased Premises, terminate the Sublease.

5. This Sublease is subordinate to the Base Lease, a copy of which Sublessee acknowledges as received.

6. Sublessor may retain or dispose of any property left in the Subleased Premises at the end of the Sublease Term.

7. Sublessor has all the rights of Landlord under the Base Lease as to Sublessee, except as limited under paragraph A.3.

8. If either party retains an attorney to enforce this Sublease, the party prevailing in

litigation is entitled to recover reasonable attorney's fees and court and other costs incurred in connection with the lawsuit.

E. Option to Extend Term

1. At Sublessee's option, Sublessee may extend the term of the Sublease for additional term(s) subject to the exceptions in Paragraph E.4, below. The first additional term commences upon the expiration of the initial term stated within this Sublease, and any subsequent additional term commences upon expiration of the then applicable extended term.

2. Sublessee may exercise Sublessee option to extend only by providing written notice to Sublessor at least thirty (30) days before the end of the then current term of the lease.

3. Upon notice and acceptance of the extended term, Sublessor and Sublessee will execute a new Sublease in writing to memorialize the terms of their agreement.

4. Sublessee may not exercise Sublessee's option to extend the term under the following circumstances: (a) if the Sublease or Base Lease is terminated before Sublessee exercises its option to extend; or (b) Sublessee is in breach of the Sublease at the time Sublessee exercises its option to extend; or (c) the extended term, if exercised, would extend beyond the term of the Base Lease. In the case of circumstance (c), Sublessee will be responsible for obtaining confirmation from Sublessor as to whether the Base Lease will be extended if it is set to expire before Sublessee may rightfully exercise its option to extend. This provision in no way promises or guarantees that the Base Lease will remain active for any specific amount of time and neither Sublessor nor Landlord make any representation as to what length of time the Base Lease will remain active.

F. Miscellaneous

1. This Sublease shall be construed and interpreted under the laws of the State of Texas.

2. Venue for any dispute arising out of this Sublease shall be resolved by litigation in the District Court of Caldwell County.

3. This Sublease in no way creates a joint venture between Sublessor or Sublessee.

4. This Sublease is the final, complete, and entire agreement between Sublessor and Sublessee and supersedes any and all prior agreements, negotiations, arrangements, representations, or understandings, written or oral, relating to the subject matter within.

5. This Sublease may be executed in multiple counterparts on separate pages, each of which may be deemed an original, including electronic copies, which, when taken together, shall constitute the same instrument.

6. Should any part of this Sublease be found invalid, unenforceable, or illegal by a court of competent jurisdiction or other governmental authority with jurisdiction, then such part shall be severed from this Sublease and shall not affect or invalidate the remainder of this Sublease,

which shall remain in full force and effect.

7. Any notice provided pursuant to this Sublease shall be in writing and shall be deemed delivered: (a) if by hand delivery, upon receipt thereof, (b) if by mail, when deposited in the United States mails, postage prepaid, certified mail, return receipt requested, (c) if by facsimile transmission, upon electronic confirmation thereof, (d) if by electronic mail (e-mail), upon electronic confirmation thereof, or (e) if by next day delivery service, upon such delivery. All notices shall be addressed to the signatories of this Sublease at the addresses listed in this Sublease.

SUBLESSOR:

By: 
Name: Doug Mudd
Title: Executive Director

SUBLESSEE:

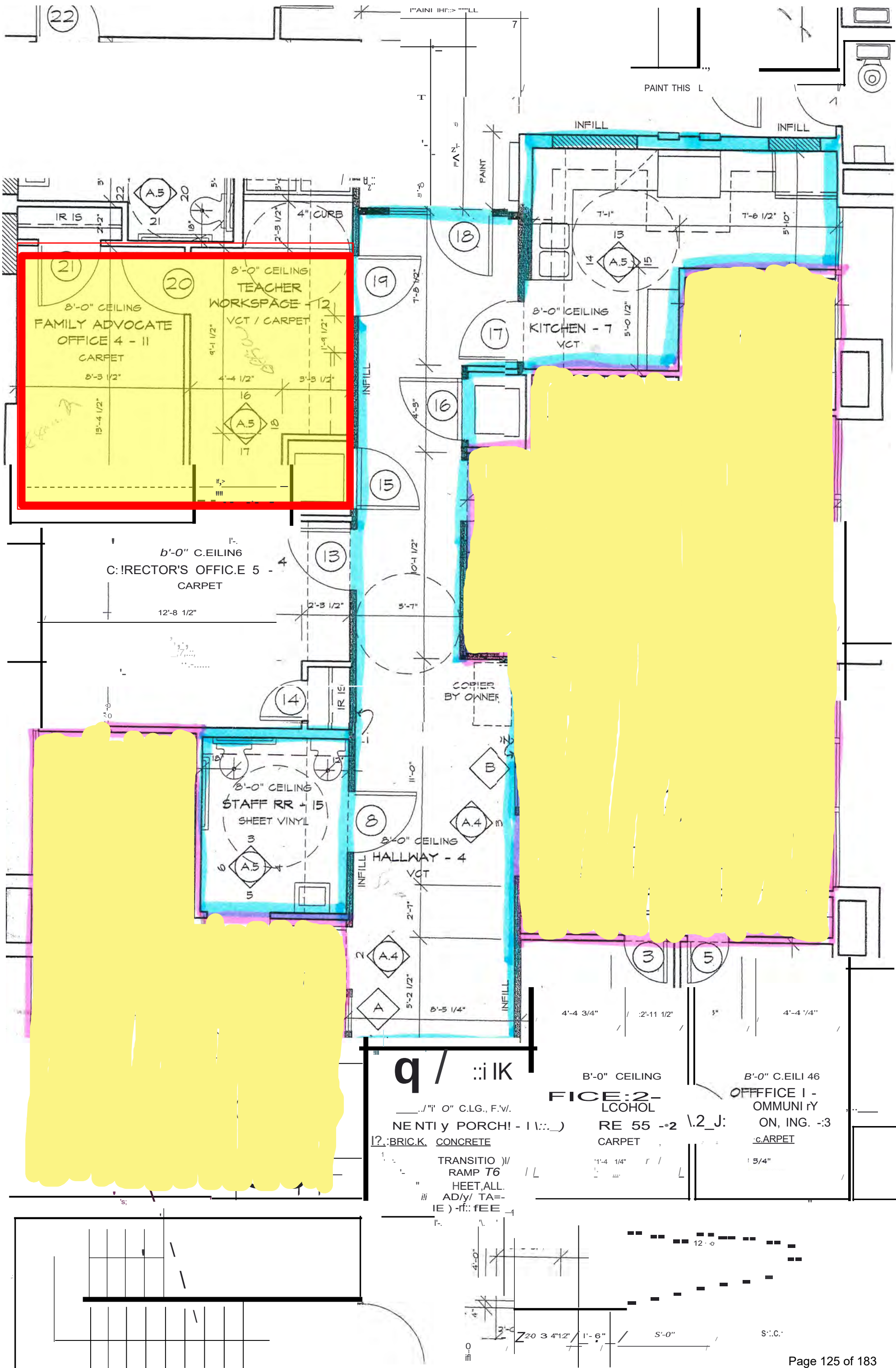
By: _____
Name: _____
Title: _____

CONSENT OF LANDLORD:

Landlord hereby consents to this Sublease.

LANDLORD:

By: _____
Name: _____
Title: _____



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discussion and/or possible action regarding Resolution 2024-12, stating support for Maple Park Manor in obtaining funding from the Affordable Housing Program of the Federal Home Loan Bank of Dallas.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: The subject resolution is to express support for the Maple Park Manor senior housing project as JES Dev Co, Inc., the project's developer, applies for Affordable Housing funds through the Federal Home Loan Bank of Dallas. The proposed project would be a two-story senior housing project located northwest of the intersection of Clearfork Street and City Line Road, immediately north of the existing one-story senior housing development within the Lincoln Park Planned Development District. This project had previously received a resolution of support from City Council for its application for Texas Department of Housing and Community Affairs (TDHCA) funding in May 2023. That TDHCA funding application was successful, and this resolution represents a different potential source of funds.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: City Council approved Resolution 2023-01, expressing support for the application for housing tax credits for the Maple Park Manor senior housing project on May 21, 2023.

COMMITTEE/BOARD/COMMISSION ACTION: None.

STAFF RECOMMENDATION/REQUESTED MOTION: Approve Resolution 2024-12, expressing support for the Maple Park Manor project as it requests assistance from the Affordable Housing Program of the Federal Home Loan Bank of Dallas.

City of Lockhart, Texas

Council Agenda Item

Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Maple Park Support Resolution, R 2024-12, Maple Park Manor (Lockhart) AHP Overview

RESOLUTION NO. 2024-12

WHEREAS, Dev Co, Inc./Maple Park Manor, L.P. has proposed an affordable rental housing development at Lot 1 of Section 3-B Block 1 of Maple Park Plat named Maple Park Manor in the City of Lockhart, Caldwell County, TX (TDHCA Application Number 23236); and

WHEREAS, JES Dev Co, Inc. has received an award of Housing Tax Credits for that development; and

WHEREAS, JES Dev Co, Inc. has indicated an intent to apply for Affordable Housing Program funds through the Federal Home Loan Bank of Dallas to assist with development costs for that development.

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

- 1.** The City of Lockhart, acting through its governing body, hereby confirms that it supports Maple Park Manor and its application for and that the City of Lockhart supports the community revitalization efforts of Maple Park Manor; and
- 2.** The City of Lockhart encourages the Federal Home Loan Bank of Dallas to award funds to assist with the development; and
- 3.** This formal action has been taken to put on record the opinion expressed by the City of Lockhart on April 2nd, 2024, and

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ON THIS SECOND DAY OF April, 2024.

APPROVED:

Lew White, Mayor

ATTEST:

Julie Bowermon, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

MAPLE PARK MANOR

A 30-UNIT SENIOR DEVELOPMENT

Lockhart, TX



JES HOLDINGS, LLC

COMPANY OVERVIEW

JES HOLDINGS, LLC

DEVELOP

BUILD

MANAGE

INVEST



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

DEVELOPER



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

GENERAL CONTRACTOR



Fairway Construction Co., Inc.

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

PROPERTY MANAGER



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

SYNDICATOR



Affordable Equity Partners, Inc.

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

Texas Communities



**Settlement Estates,
Bastrop**

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



**Riverwood
Commons I and II,
Bastrop**

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



**Hidden Glen,
Salado**

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



**Bluff View
Senior Village,
Crandall**

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



**Highlander
Senior Village,
Bulverde**

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

Texas Communities



IN
DEVELOPMENT

**Maple Park Senior,
Lockhart**

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

**Paige Estates,
Waco**

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

IN
DEVELOPMENT

**Parkside on
Carrier,
Grand Prairie**

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

IN
DEVELOPMENT

**Sweetwater
Station,
Sweetwater**

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



**Pebblebrook
Parkside,
Denton**

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

Texas Communities

IN
DEVELOPMENT

**Estacado Estates,
Amarillo**

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

IN
DEVELOPMENT

**Riverside Manor,
Kerrville**

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

IN
DEVELOPMENT

**Trailside Estates,
Tyler**

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

IN
DEVELOPMENT

**Blanco Basin,
San Marcos**

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

Texas Communities

In
Development

**Maple Park Manor,
Lockhart**

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

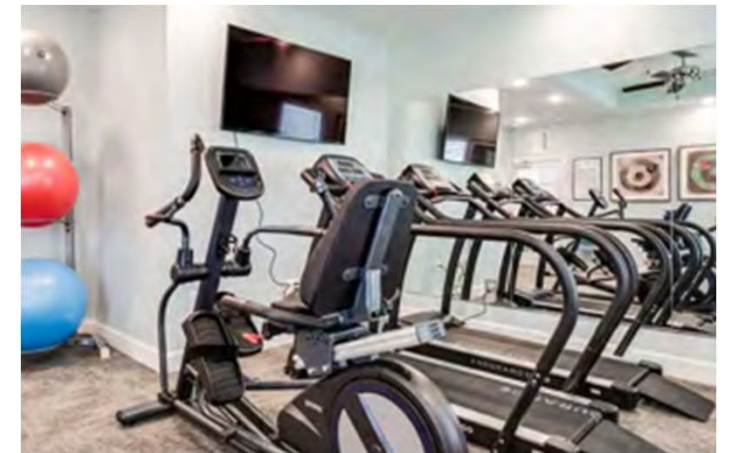
In
Development

**Elsie Manor,
Abilene**

36 Senior Units in a
Historic Building
(24) One Bedroom Units
– 650 Sq. Ft.
(12) Two Bedroom Units
– 850 Sq. Ft.

MAPLE PARK SENIOR VILLAGE

Lockhart, TX



RIVERWOOD COMMONS

BASTROP, TX



HIDDEN GLEN

SALADO, TX



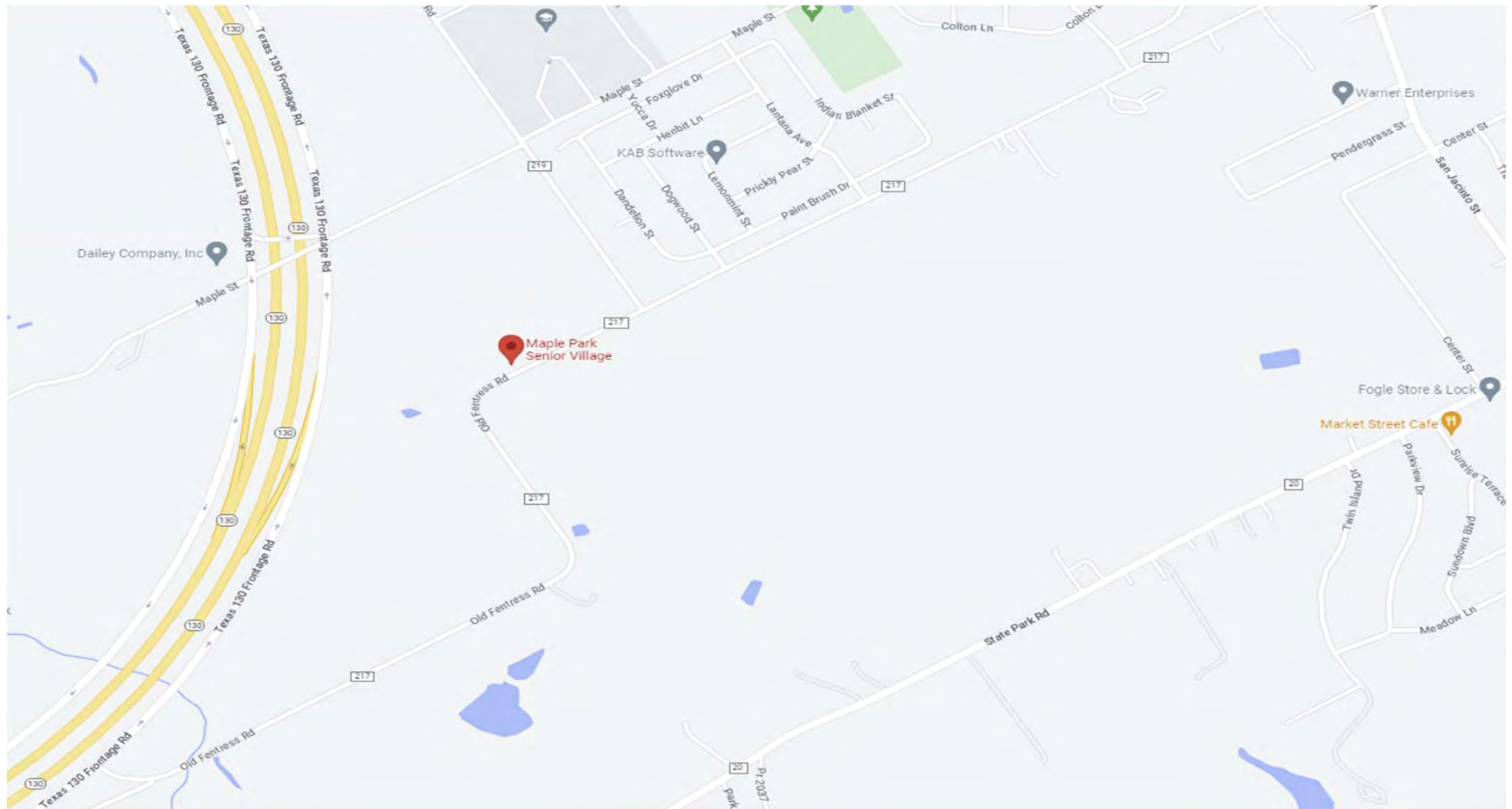
BLUFF VIEW SENIOR VILLAGE

CRANDALL, TX



SITE INFORMATION

SITE LOCATION



SITE AERIAL



[illegible]

RESIDENT PROFILE

RESIDENT PROFILE



Age and Income Requirements

- Age restricted 55 +
- 21 units for residents at \$49K - \$56K
- 6 units for residents at \$41K - \$47K
- 3 units for residents at \$25K - \$28K



RESIDENTIAL UNIT MIX AND RENTS



Unit Mix and Rents

- 24 one-bedroom units (750 square feet)
- 6 two-bedroom units (880 square feet)
- 21 units rent for \$1,314 - \$1,578
- 6 units rent for \$1,095 - \$1,315
- 3 units rent for \$657- \$789



RESIDENT SERVICES

TYPICAL RESIDENT SERVICES

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

AFFORDABLE HOUSING PROGRAM REQUEST

BACKGROUND

- Received Resolution of Support from City in 2023
- Received allocation of credits in 2023
- Purchased land in 2023
- Through 75% of construction planning and permitting
- Typically, would have closed and started construction in late spring of 2024 but...
 - Global disruption of supply chain, material availability, labor force caused by COVID, war in Ukraine, inflation, increase in interest rates, and decrease in price investors willing to pay has resulted in financing gap which has to be filled before we can close deal and start construction
- Construction costs have increased 50%
- Interest rates have increased from 5% to 8.5%, a 70% increase
- Credit pricing has decreased from .88 to .80, a 9% decrease

AHP REQUEST

- Submitting application for AHP funds in 2024 round
- Applications due between April 1, 2024, and May 1, 2024
- Applying for \$1,049,000, the amount that will maximize scoring
- Looking for FHLB member willing to support request

CONTACT

Michael Ash, Development Manager

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

Ryan Garcia, Development Manager

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discussion and consideration of the Mid-Year Financial Report for FYE 2024.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: In an effort to keep the City Council updated and informed on the City of Lockhart's budget, a mid-year financial status report is presented that focuses on financial and operational performance and provides updates on revenues and expenditures for the remainder of the fiscal year. This financial management practice is recommended by the Government Finance Officers Association (GFOA).

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2024 - Q2 Financial Report - Mid-Year

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

GENERAL FUND REVENUES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **Property Tax revenues are at 101.1% of the FYE 2024 budget.** The majority of property tax revenues are collected in December and January of the fiscal year. The budget for this revenue category assumes a conservative collection rate for property taxes. Exceeding the budget reflects a higher than anticipated collection rate.
- **Sales Tax revenues are at 50.5% of the FYE 2024 budget.** Sales tax deposits are received by the City two months after they are remitted to the State Comptroller; January, February, and March deposits reflect sales from the preceding November, December, January, respectively. The City imposes a 1.5% tax rate on retail sales within the city limits with 1% allocated to the City's General Fund and 0.5% allocated to the Lockhart Economic Development Corporation (LEDC).
- **Other Taxes revenues are at 51.0% of the FYE 2024 budget.** These revenues include Franchise Taxes and Mixed Beverage Taxes. Compared to FYE 2023 YTD, Other Taxes revenues increased 6.6%
- **License and Permit revenues are at 159.8% of the FYE 2024 budget.** The City increased development-related fees for building permits (including electrical, plumbing, HVAC, and gas) resulting in the subsequent increase in License and Permit revenues. Staff anticipates this revenue category to continue a positive trend due to the on-going construction of new residential and commercial developments.
- **Interest earnings are at 110.6% of the FYE 2024 budget.** Interest earnings continue to outpace conservative revenue projections for this category. The current federal funds rate remains above 5% and anticipated to remain above 4% for the calendar year. Staff will continue to monitor these investment returns in the Quarterly Investment Reports provided to Council.

Revenue Category	FYE 2023 Mid-Year	FYE 2024 Mid-Year	FYE 2024 Adopted Budget	% Budget
Property Tax	5,103,420	5,300,086	5,239,839	101.1%
Sales Tax	1,291,692	1,436,943	2,843,437	50.5%
Other Taxes	188,738	201,267	394,888	51.0%
License & Permits	497,926	1,007,028	630,042	159.8%
Interest	130,658	182,545	165,000	110.6%
Transfer	2,258,871	2,141,866	4,735,825	45.2%

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

GENERAL FUND REVENUE COMPARISON
MID-YEAR (OCT - MAR)



Mid-Year of FYE 2024

UTILITY FUND REVENUES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **Electric revenues are at 46.6% of the FYE 2024 budget.** Increased revenues are expected during the peak months of the summer. Compared to FYE 2023 YTD, Electric revenues increased 9.0%. This is primarily due to a \$471,300 increase in Service & Fees revenues attributable to new utility accounts and increased power consumption.
- **Water and Wastewater Rates.** In November 2023, the City implemented the third year of a five-year rate increase as recommended by the City's utility rate consultants (Raftelis). Beginning with the second billing cycle in November 2021, the rate increases were structured to have the least impact on customers while still maintaining quality service delivery and financial integrity for the Water and Wastewater utilities. Subsequent increases in these revenues are due in large part to the rate increases and compounded by the growth in new utility accounts.
- **Water revenues are at 51.5% of the FYE 2024 budget.** Water revenues typically increase during summer months. However, these increases may be tempered by seasonal water use restrictions. Compared to FYE 2023 YTD, Water revenues increased 24.7%, or \$588,000. This is primarily due to a 22.5% increase in Service & Fees revenues attributable to new utility accounts and greater than anticipated reconciliation payment from GBRA for water treatment plant operations.
- **Wastewater revenues are at 48.5% of the FYE 2024 budget.** Compared to FYE 2023 YTD, Wastewater revenues decreased 5.6%, or \$100,600. This is primarily due to a less than anticipated reconciliation payment from GBRA for wastewater treatment plant operations. However, Service & Fees revenues increased 8.8%, or \$123,500, attributable to new utility accounts.
- **Solid Waste revenues are at 48.7% of the FYE 2024 budget.**

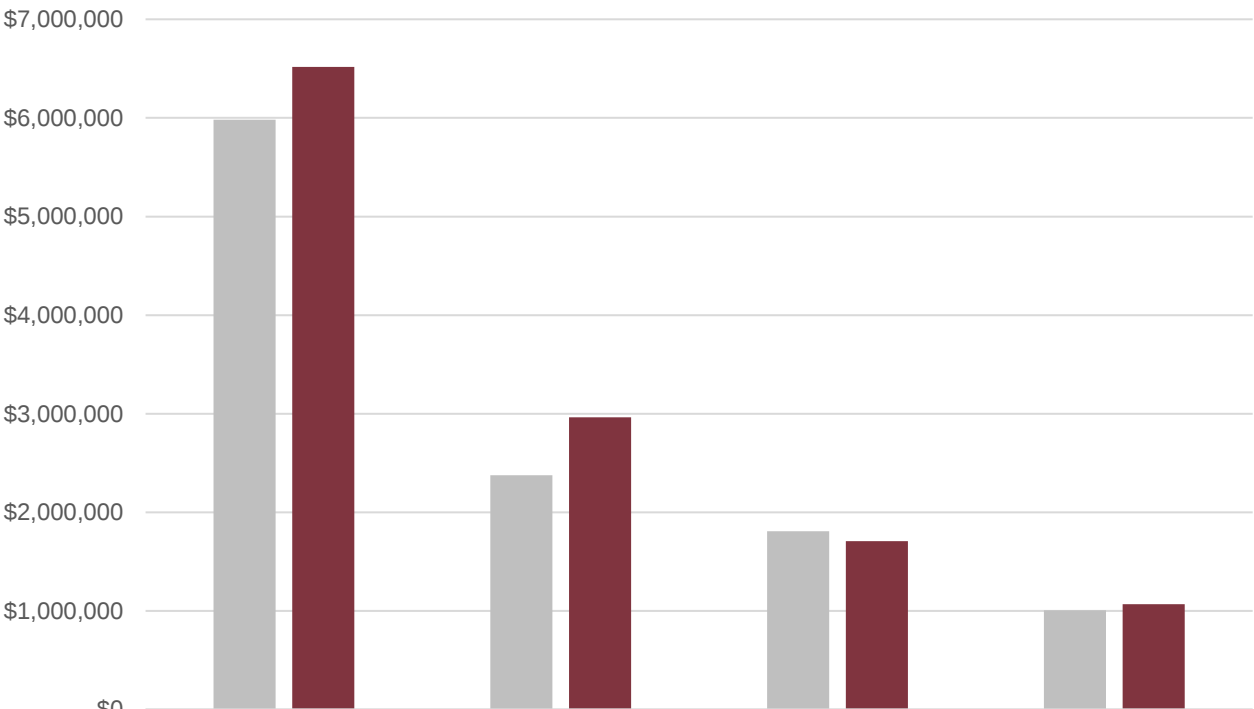
Revenue Category	FYE 2023 Mid-Year	FYE 2024 Mid-Year	FYE 2024 Adopted Budget	% Budget
Electric Fund	5,980,780	6,516,233	13,989,885	46.6%
Water Fund	2,375,871	2,963,812	5,754,837	51.5%
Wastewater Fund	1,809,573	1,708,955	3,525,587	48.5%
Solid Waste Fund	1,006,015	1,067,210	2,191,685	48.7%

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

UTILITY FUNDS REVENUE COMPARISON
MID-YEAR (OCT - MAR)



	Electric Fund	Water Fund	Wastewater Fund	Solid Waste Fund
FYE 2023 - Mid-Year	5,980,780	2,375,871	1,809,573	1,006,015
FYE 2024 - Mid-Year	6,516,233	2,963,812	1,708,955	1,067,210

Mid-Year of FYE 2024

GENERAL FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

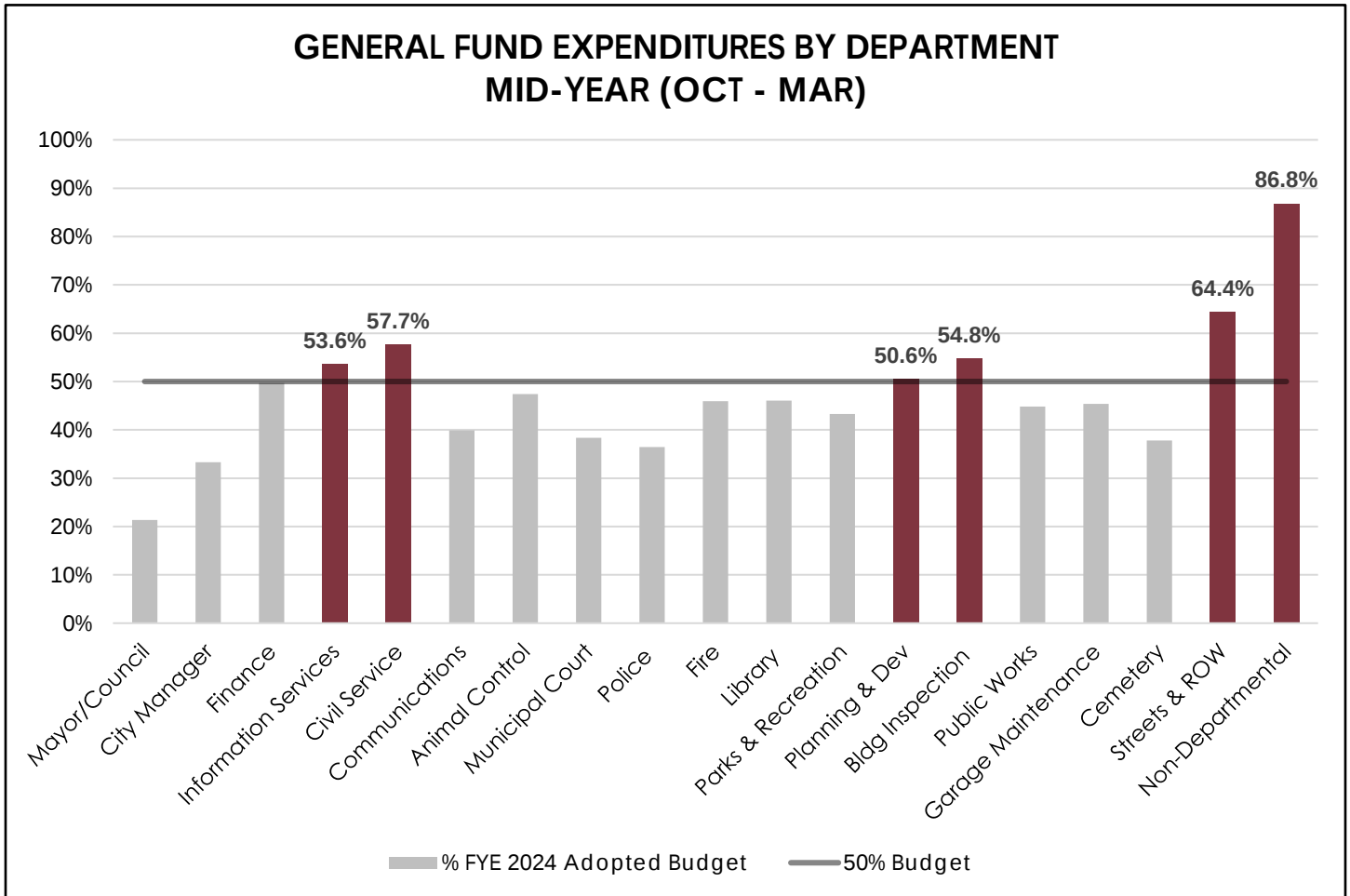
The General Fund is currently operating \$3,384,551 revenues over expenditures. This is primarily due to the full receipt of budgeted Property Tax revenues within this reporting period. These revenues represent 51.8% of General Fund revenues received YTD. Departments with higher than 50% budgeted expenditures are the following:

- **Information Services department expenditures are at 53.6% of the FYE 2024 budget** due to an increase in monthly support fees from the City's third-party Information Technology (IT) service provider.
- **Civil Service department expenditures are at 57.7% of the FYE 2024 budget** due to a Civil Service training conference attended by Public Safety and Human Resources administrative staff and Civil Service Commissioners.
- **Community Facilities department expenditures are at 180.3% (\$22,538) of the FYE 2024 budget (\$12,500)** due to unforeseen HVAC and waterline repairs at the Lockhart Area Senior Citizen Activity Center.
- **Planning & Development department expenditures are at 50.6% of the FYE 2024 budget** due to continued Comprehensive Plan consulting fees and Development Review fees from the City Engineer regarding site plan reviews for residential and commercial developments.
- **Building Inspections & Enforcement department expenditures are at 54.8% of the FYE 2024 budget** due to an increase in building inspections with Bureau Veritas, a 3rd party inspection company. Staff anticipates this expenditure to exceed the budget appropriation for this service by the next reporting period. However, these expenditures are offset by the increase in License & Permit revenues.
- **Streets & ROW department expenditures are at 64.4% of the FYE 2024 budget** due to the 2023 Street Improvement Projects.
- **Non-Departmental expenditures are at 86.8% of the FYE 2024 budget** due to the annual payment to TML for liability, property and workers compensation insurance.

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024



Mid-Year of FYE 2024

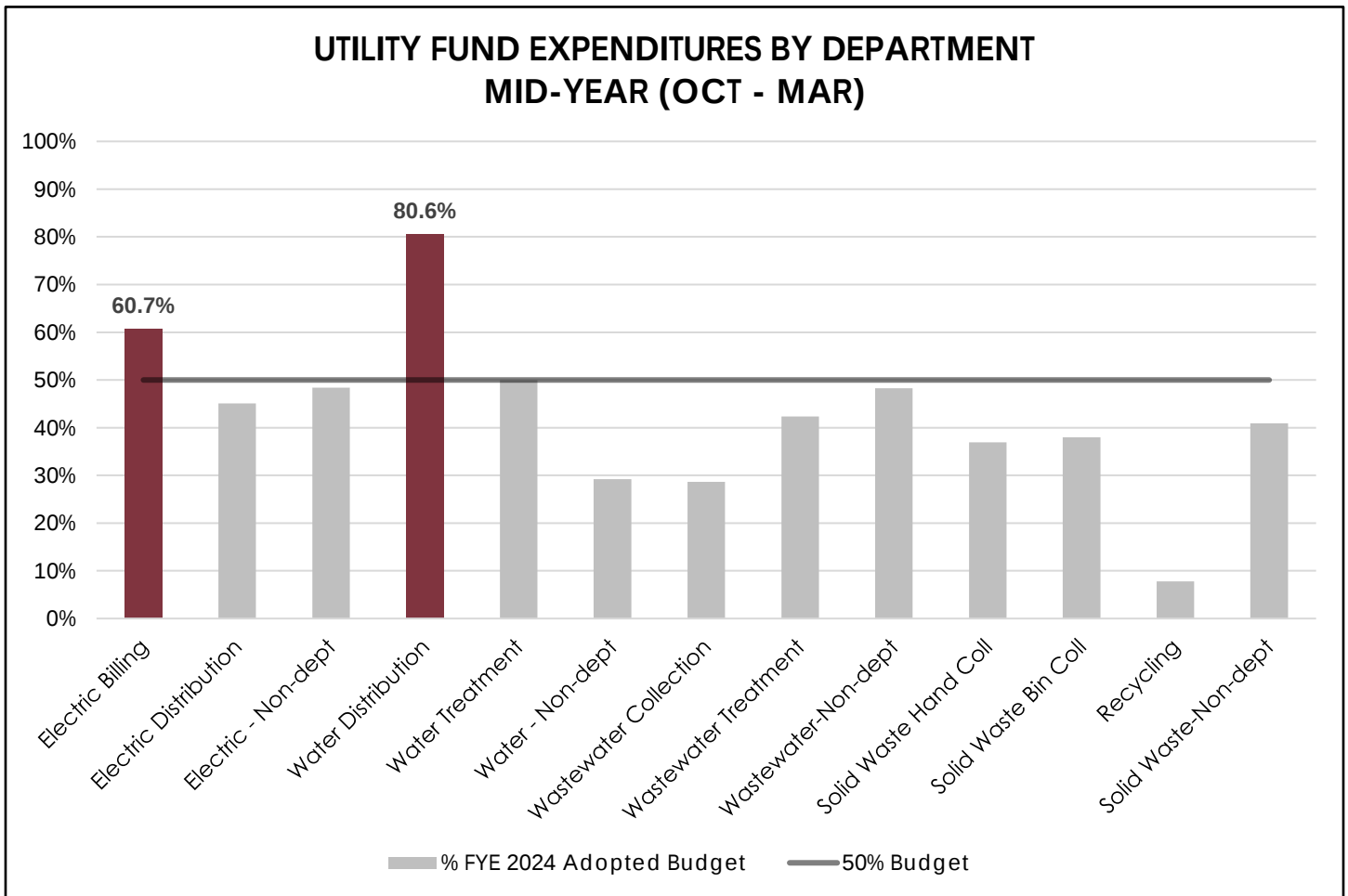
UTILITY FUND EXPENDITURES THROUGH THE 2nd QUARTER (50% OF BUDGET)

- **The Electric Fund is operating (\$238,600), or (3.5%), revenues over expenditures.** The Electric Billing department is at 60.7% of the FYE 2024 budget due to an increase in processing fees for credit card utility account payments. The Electric Distribution department is at 45.1% of the FYE 2024 budget. As previously discussed, increased revenues are expected during the peak months of the summer.
- **The Water Fund is operating (\$286,730), or (8.8%), revenues over expenditures.** The Water Distribution department is at 80.59% of the FYE 2024 budget due to the GBRA expenditures for water treatment plant operations. These operational costs are billed at a budgeted rate throughout the fiscal year. The actual operation expenditures are reconciled at fiscal year-end. If billed payments are greater than actual costs, the City receives reimbursement. If billed payments are less than actual costs, the City pays the difference. The year-end reconciliation and subsequent expenditure account adjustments are anticipated to balance the fund.
- **The Wastewater Fund is operating \$295,588 revenues over expenditures.** The Wastewater Collection and Wastewater Treatment departments are at 28.6% and 42.3% respectively. The Wastewater Treatment department includes payments to GBRA for maintenance and operations. These payments follow the same reconciliation process described in the Water Fund above.
- **The Solid Waste Fund is operating \$317,810 revenues over expenditures.** The Solid Waste Hand Collection and Solid Waste Bin Collection departments are at 36.93% and 37.99% respectively. This includes payments to Central Texas Refuse for administration and operations of the Solid Waste utility.

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

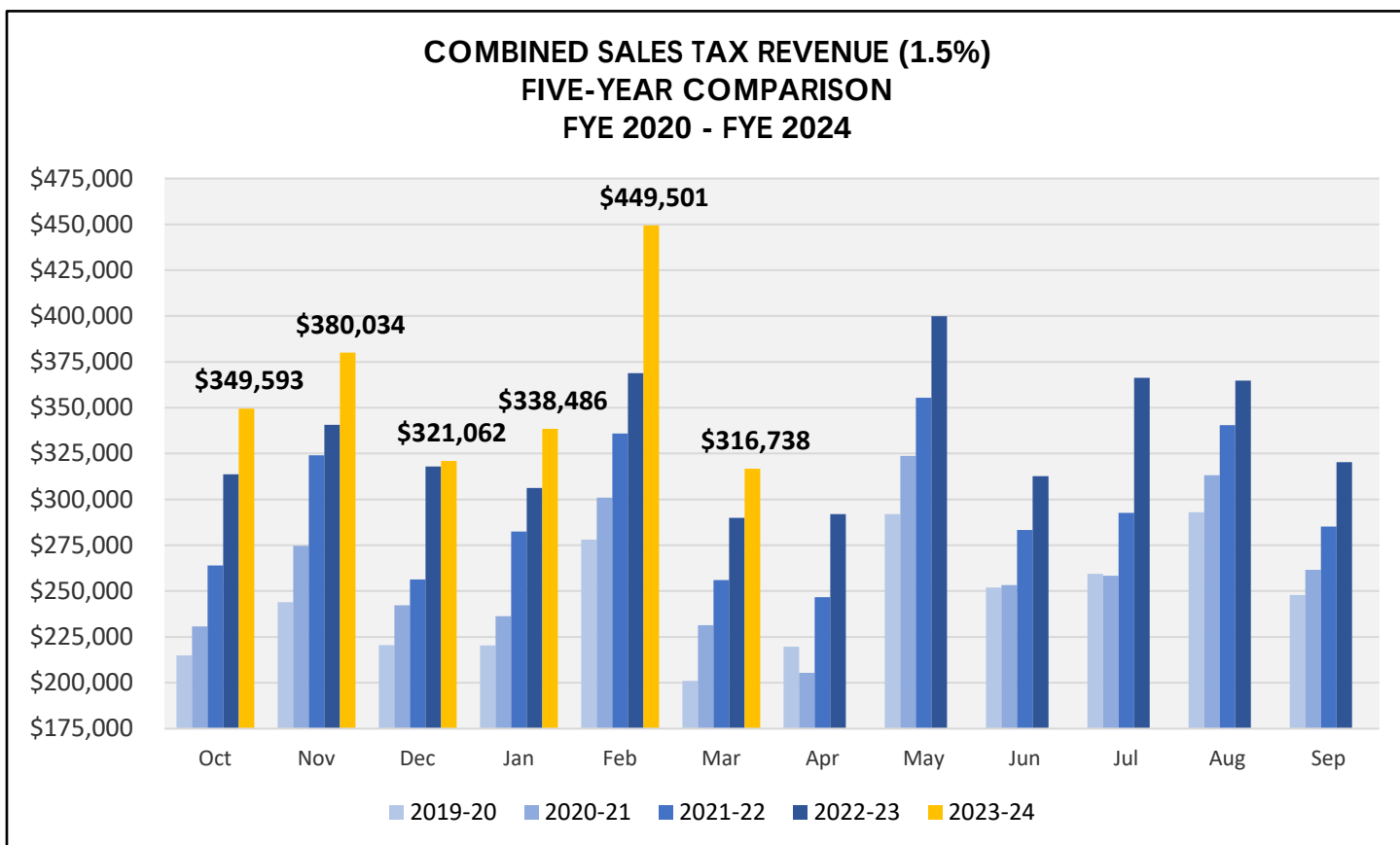
Mid-Year of FYE 2024



Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024



Total Sales Tax (1.5%): Total combined collections to date for FYE 2024 are \$2,155,414. This reflects an 11.2% increase from FYE 2023 YTD.

City Allocation (1.0%):

Total collections for the City of Lockhart to date for FYE 2024 are \$1,436,943.

Lockhart Economic Development Corp. (LEDC) Allocation (0.5%):

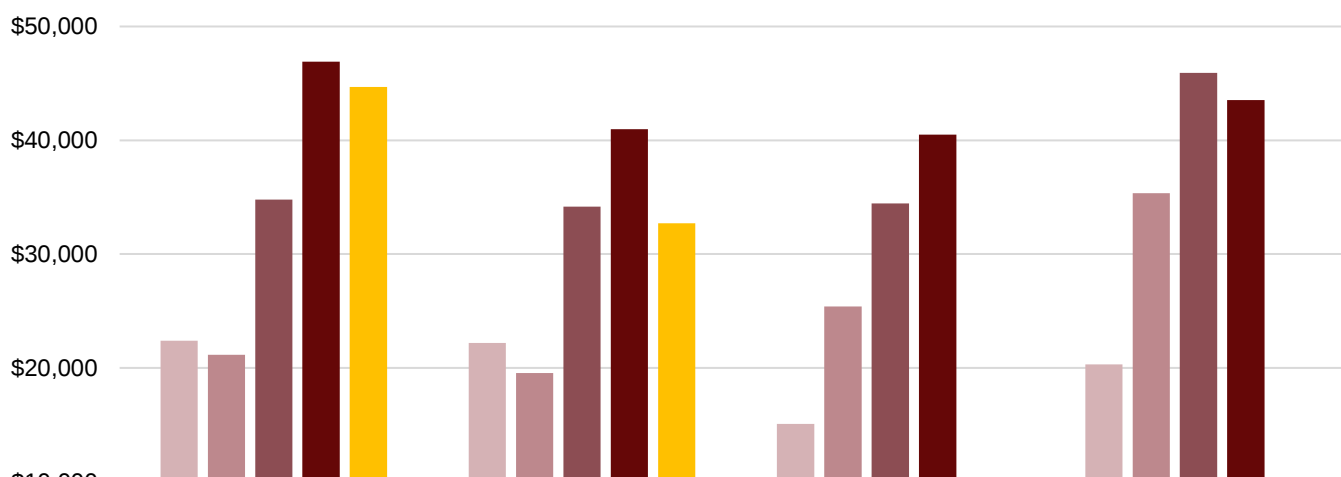
Total collections for the LEDC to date for FYE 2024 are \$718,471.

Lockhart Financial Focus

Oct. 2023 – Mar. 2024

Mid-Year of FYE 2024

**HOTEL OCCUPANCY TAX (HOT) REVENUE
FIVE-YEAR COMPARISON
FYE 2020 - FYE 2024**



	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
FYE 2020	\$22,398	\$22,211	\$15,079	\$20,315
FYE 2021	\$21,144	\$19,554	\$25,399	\$35,358
FYE 2022	\$34,792	\$34,180	\$34,462	\$45,917
FYE 2023	\$46,902	\$40,965	\$40,509	\$43,546
FYE 2024	\$44,691	\$32,721		

Hotel Occupancy Tax (HOT):

HOT revenues in FYE 2024 – Mid-Year are \$77,412 compared to \$87,867 collected in FYE 2023 – Mid-Year. However, one quarterly payment is still outstanding from one hotel at this time. Historically, this quarterly payment averaged approximately \$12,000.

Short-term rentals are 5.8% of HOT fund revenues.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: April 2, 2024

AGENDA ITEM CAPTION: Discussion and/or action to consider the Preliminary Budget and Tax Calendar for Fiscal Year 2024-2025.

ORIGINATING DEPARTMENT AND CONTACT: Finance - Joseph Resendez

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This document is the preliminary budget and tax calendar for Fiscal Year (FY) 2024-2025. Tentative dates are subject to Council acceptance of the proposed Council workshops. The budget workshops will provide dedicated days for management to present and discuss the City Manager's FY 2024-2025 Proposed Budget.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: FYE 2025 - Budget and and Tax Calendar, .

FY 2024-2025		
DATES	BUDGET CALENDAR	CITY OF LOCKHART, TX
April 8	Budget kick-off with Department Heads and administrative staff.	
April 28	Chief appraiser prepares and certifies estimate of taxable values.	
May 3	Departmental operating budget requests due to the Finance department and City Manager.	
May 13 – 17	City Manager meetings with Department Heads to review budget expenses & needs.	
May 24	Revised department budgets due to Finance Director.	
June 4	Distribution of City Manager’s Preliminary Budget.	
June 10	LEDC meeting w/Budget workshop.	
June 11 (Tues)*	Budget Workshop to review General Fund budget.	
June 12 (Wed)*	Budget Workshop to review Enterprise & Special Revenue Funds budgets.	
June 18	Presentation of GBRA & CCAD Budget. Non-Profits Presentation to Council.	
July 23 (Tues)*	Budget Workshop to review Capital Improvement Program (CIP) [water, wastewater, facilities, streets, parks, etc.].	
July 24 (Wed)*	Budget Workshop to review ESD No. 5 transition.	
July 25	Chief Appraiser certifies the appraised roll to taxing units.	
August 2	File City Manager’s Proposed Budget with City Secretary.	
August 6	City Manager presents Proposed Budget to Council; LEDC presents LEDC Budget to Council; set two public hearings on proposed budget.	
	<u>City Council sets proposed tax rate; record vote; schedule public hearing.</u>	
August 20	Public Hearing No. 1 on Proposed Budget.	
August 22	First <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post.	
August 29	Second <u>Notice of Public Hearing</u> on Proposed Tax Rate in Lockhart Post (at least 5 days before public hearing).	
September 3	Public Hearing No. 2 on Proposed Budget; Public Hearing No. 1 on Proposed Tax Rate. City Council to adopt Budget, approve LEDC Budget; and adopt tax rate.	
September 17	Public Hearing No. 2 on Proposed Tax Rate if rate exceeds No-New-Revenue (NNR) tax rate.	
October 1	New Fiscal Year	
November 30	Deadline for Budget distribution to City Council, Caldwell County Clerk, City Hall, Municipal Library, and post to City’s website.	

Regular Council Meetings | * Tentative workshop dates subject to Council availability.

Date: 04/02/24



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:

