

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
March 4, 2025
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

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

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

DISCUSSION ONLY

- A. Discuss City Council minutes of the February 20, 2024, March 5, 2024, March 19, 2024, March 26, 2024, and April 2, 2024 meetings. **4-38**
- B. Presentation and discussion regarding updates on Parks and Recreation Department capital projects. This includes the Aquatics Facility project and the Gateway Monument Sign project. **39**
- C. Discussion regarding recommended updates to Park Facilities Rental Rates. **40-44**
- D. Discussion regarding the purchase of a Weis Quick Attack fire apparatus built on a 2025 Ford-550 chassis Super Cab and manufactured by Weis Fire & Safety Equipment, LLC in Salina Kansas, utilizing the Houston Galveston Area Council (HGAC) Purchasing Cooperative Program. **45-78**
- E. Presentation and discussion regarding the proposed Everly development agreement for the Masonwood Development Corporation for a Public Improvement District consisting of approximately 160 acres located west of SH130 between Borchert Loop and Maple Street/Boggy Creek Road currently in the Lockhart Extraterritorial Jurisdiction. **79-167**
- F. Discussion regarding Amendment No. 1 to the TxDOT Airport Project Participation Agreement for project 2314LHART to chip seal, overlay, and marking of the parallel runway and taxiway at the Lockhart Municipal Airport. **168-222**

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

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

3. PUBLIC COMMENT

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

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING and discussion regarding applications ZC-24-09 and PDD-24-04 by Michele Haussmann of Land Use Solutions on behalf of Manumit Investment Group and discussion and/or action to consider Ordinance 2025-05 for a ZONING CHANGE from PDD Planned Development District to PDD Planned Development District and adoption of a PDD Development Plan on 23.395 acres in the Frances Berry Survey, addressed as 711 City Line Road. **223-258**

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action regarding City Council minutes of the February 20, 2024, March 5, 2024, March 19, 2024, March 26, 2024, and April 2, 2024 meetings. **259-293**
- B. Discussion and/or action to consider the purchase of a Weis Quick Attack fire apparatus built on a 2025 Ford-550 chassis Super Cab and manufactured by Weis Fire & Safety Equipment, LLC in Salina Kansas, utilizing the Houston Galveston Area Council (HGAC) Purchasing Cooperative Program. **294-327**
- C. Discussion and/or action regarding Amendment No. 1 to the TxDOT Airport Project Participation Agreement for project 2314LHART to chip seal, overlay, and marking of the parallel runway and taxiway at the Lockhart Municipal Airport. **328-382**

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

- Park pavilion rentals will soon be available online.
- Informational meeting about Downtown Revitalization Project scheduled for March 13, 2025.
- Preparations underway for solid waste pickup route change.
- KidFish at City Park on Saturday, March 15th.
- Reminder: Citywide Spring Clean Up Program on Saturday, March 22nd.

7. **COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST**
8. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.072 - TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENTAL BODY IN NEGOTIATIONS WITH A THIRD PERSON.**
 - A. Discussion regarding possible property acquisition for public facilities.
 - B. Discussion regarding possible land acquisition related to public parks.
9. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.**
 - A. Discussion regarding water supply contracts.
10. **OPEN SESSION**
 - A. Discussion and/or action regarding possible property acquisition for public facilities.
 - B. Discussion and/or action regarding possible land acquisition related to public parks.
 - C. Discussion and/or action regarding water supply contracts.
11. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on February 28, 2025 at 3:45 p.m.

**REGULAR MEETING
LOCKHART CITY COUNCIL**

FEBRUARY 20, 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
David Fowler, Planning Director
Gary Williamson, Police Chief

Patty Akers, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent

Citizens/Visitors Addressing the Council: Ashley Rios of Hays-Caldwell Women's Center; Rachel Sotelo of Lockhart Independent School District; Blake Reed; Ben and Laura Siegel; Rebecca Hawener; Michel Royal; Christine Ohlendorf; Julie Ohlendorf; Arturo Zaldivar; Mary Lou Wygant; Kevin Thuerwaechter; Edward David Schunck; Laura Roberts; Anita Baldrige; Theresa Ramirez; Ronda Reagan; John Flores; Rita Flores; Paul Rodriguez; Susan Petty; Kara McGregor; Garret and Brooke Mauer; Levi Garret; Jana Sensat; Donna Daniels; and Len Gabbay.

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 OF A PROCLAMATION DECLARING FEBRUARY 2024 AS DOMESTIC VIOLENCE AWARENESS MONTH.

Mayor White presented the proclamation to Ashley Rios of the Hays-Caldwell Women's Center.

B. PRESENTATION OF A PROCLAMATION PROCLAIMING FEBRUARY 1-29, 2024 AS CAREER AND TECHNICAL EDUCATION MONTH IN LOCKHART.

Mayor White presented the proclamation to Rachel Sotelo of Lockhart Independent School District of the Career and Technical Education Program.

C. PRESENTATION BY POLICE CHIEF WILLIAMSON REGARDING THE 2023 RACIAL PROFILING REPORT.

Chief Williamson stated that State law requires collection of information relating to motor vehicle stops in which a citation or warning is issued and for arrests made due to traffic stops. In addition, State law requires the following:

1. A comparative analysis of the information compiled;
2. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and person who are not recognized as racial or ethnic minorities;

3. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including searches resulting from stops within the applicable jurisdiction;
4. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches and whether the individual detained consented to the search;
5. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency was engaged in racial profiling;
6. Whether the peace officer knew the race or ethnicity of the individual detained before detaining the individual;
7. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
8. Location of the stops; and
9. The reason for the stops.

D. DISCUSS CONTRACT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) FOR ELECTRIC SUBSTATION INSPECTION, MAINTENANCE, AND TESTING.

Mr. Leos stated that the current contract with LCRA is set to expire March 1, 2024. The contract permits LCRA to provide maintenance, testing and inspections at the FM20 and Clearfork Electric Substations. LCRA will conduct visual inspections of the electric lines and other components, in addition to maintenance of the equipment. Monthly tests of the breakers are conducted to assure that they are operating properly. If extensive repairs are required, LCRA will do the repairs for an additional cost. The cost for service in the proposed agreement is \$9,165 annually, or \$45,823 total over the 5-year agreement.

E. DISCUSS RESOLUTION 2024-07 AUTHORIZING EXPENDITURES FOR TEMPORARY SHELTER DURING EXTREME WEATHER EVENTS AND PROVIDING A STANDARD SHELTER AND CARE AGREEMENT.

Mr. Resendez stated that a local church opened as a voluntary warming shelter during the recent extreme winter weather experienced the weekend of January 13, 2024. An informal request for reimbursement for incremental costs incurred for operating as a temporary shelter was requested. The City's adopted Emergency Management Plan recognizes the need for temporary shelter where "the primary objective is to provide protection from the weather, comfortable seating, and access to restrooms," and identifies "churches are also frequently used as shelters." Providing financial assistance to defray the incremental costs of voluntarily operating as a temporary shelter and adopting a template Shelter and Care Agreement will facilitate the effective implementation of shelters during future extreme weather events. Eligible costs include, but are not limited to, utility expenses (water, wastewater, electricity, and natural gas), and the provision of food, water, and blankets. If approved, a budget adjustment of \$1,000 would be allocated to a new line item in the FYE 2024 Mayor/Council adopted department budget for Emergency Management Expenses. There was discussion.

F. DISCUSS THE 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 outlining member eligibility as well as board purpose, scope, and responsibility is attached. Councilmembers were invited to submit names for nominations to the newly established Board. In accordance with Resolution 2024-02 which establishes a 2-step process for board/commission member appointments, the nominations are being included on the February 20, 2024 Council agenda for consideration of appointment to the board.

During the February 6, 2024 Council moved to nominate the following to the Animal Shelter Advisory Board:

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

G. DISCUSSION REGARDING THE 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 stated that the vote for the nomination will be made during the regular meeting.

H. DISCUSS REQUEST FROM COUNCILMEMBER MICHELSON TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Michelson requested the reappointment of the following:

- Airport Board: Jake McCullough
- Board of Adjustment: Wayne Reeder
- Board of Adjustment Alternate: Lucy Knight
- Construction Board: Ian Stowe
- Lockhart Economic Development Corporation: Doug Foster
- No nomination currently for the Electric Board
- Historical Preservation: Marica Proctor
- Library Board: Donaly Brice
- Parks and Recreation: Russell Wheeler
- Planning & Zoning: Rick Arnic

I. DISCUSS REQUEST FROM COUNCILMEMBER LAIRSEN TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Lairsen requested reappointment of the following:

- Board of Adjustment: Pat Stroka
- Construction Board: Jerry West
- Lockhart Economic Development Corporation: Sally Daniel
- Electric Board: John Voight
- Historical Preservation: Jerry Haug
- Library Board: Jean Clark Fox
- Parks and Recreation: Warren Burnett
- Planning & Zoning: Philip McBride

J. ANNOUNCEMENT OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Westmoreland requested that Arnold Proctor be appointed to the Zoning Board of Adjustment.

Mayor White stated that the vote for the nomination will be made during the next regular meeting.

RECESS: Mayor White announced that the Council would recess for a break at 7:15 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:30 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Councilmember Mendoza gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION OF APPLICATION ZC-24-01 BY BLAKE REED, AND DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2024-06 FOR A ZONING CHANGE FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT AND AO AGRICULTURAL-OPEN SPACE DISTRICT TO CHB COMMERCIAL HEAVY BUSINESS DISTRICT AND IL INDUSTRIAL LIGHT DISTRICT ON 11.011 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NUMBER 2, LOCATED AT 1820 SOUTH COLORADO STREET (US 183).

Mayor White opened the public hearing at 7:34 p.m. and requested the staff report.

Mr. Fowler stated that the purpose of this zoning change request is to make the commercial frontage on this parcel along South Colorado Street deeper while establishing light industrial zoning for the rear part of the property. The applicant's intent is to create two commercial pad sites along the Colorado Street frontage and a rear industrial lot, with all three lots to be served by a common driveway. The proposed zoning change is generally consistent with the Future Land Use Plan map. As a result of the proposed zoning change, 2.719 acres of the parcel would be zoned CHB and 8.292 acres will be zoned IL. He stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Blake Reed, 2905 Round Table Road, Austin, provided information about the proposed development. He requested approval. He stated that they propose to use the property for retail businesses.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 7:36 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-06, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 4-D. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON AN APPEAL TO THE PLANNING AND ZONING COMMISSION'S APPROVAL OF APPLICATION SUP-23-19 BY BEN AND LAUREN SIEGEL TO CONSIDER APPROVAL OF A SPECIFIC USE PERMIT FOR A LODGING AND BOARDING HOUSE AND SPECIAL EVENTS CENTER ON 0.925 ACRES ZONED RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND LOCATED AT 703 WEST SAN ANTONIO STREET.

Mayor White opened the public hearing at 7:38 p.m. and requested the staff background report.

Mr. Fowler stated that this item is the public hearing regarding the appeal of a Specific Use Permit (SUP) for a Longing and Boarding House and Special Events Center at the property known as The Judge's House at 703 West San Antonio Street. The intent of the application is for the property to serve as an event center hosting weddings and other similar events while having some lodging available to guests. The applicants believe that with the construction of an event hall addition to the east of the current house, the facility could accommodate up to 200 guests, but the site plan shows a rated capacity of 360 people. To accommodate the event center use, the applicant plans to construct a paved driveway with 12 parking spaces on the west side of the lot. The balance of the site's parking needs would be met with a combination of rented offsite parking, shuttle service, and valet parking. The applicant has also agreed to hire Lockhart Police or other security to ensure events are orderly and not violating noise ordinances. The Planning and Zoning Commission approved the SUP request by a vote of 5-2 after several residents spoke with a mix of residents in favor of or in opposition to the SUP request. Since the SUP approval, two residents filed letters for City Council to appeal the P&Z's decision within the required 10-day period after the meeting date. Staff also received at least 15 additional letters of opposition, most of them from nearby property owners and renters at nearby apartments. While the applicants have substantially improved the quality of some of the application materials related to parking and noise, there are still significant concerns regarding the proposed event center's potential effects on neighboring residents and its impact on the overall appearance and function of the West San Antonio Street Corridor.

Mayor White requested the applicants to address the Council.

Ben Siegel, Austin, provided history about he and his wife's passion to renovate historic buildings that are not officially designated historic. They found the Judge's house that they hoped to renovate as an event center. After obtaining an approved building permit for renovations, they were thereafter informed that the property was officially designated as a historic landmark even though they were told that the house was not a designated historic structure during the purchase process. The Lockhart City Council thereafter approved the reversal of the historic designation. He provided information about their plans to renovate the building.

Lauren Siegel, Austin, thanked citizens that met with them about the proposed project. She provided details about their plans to renovate the house to be used as an event venue.

Mayor White requested citizens to address the Council:

Rebecca Hawener, 625 W. San Antonio Street, spoke in favor of the concept of the applicant's design but spoke against an event venue in the neighborhood.

Michele Royal, 629 Cibola, expressed concern about the proposed use of the house. She stated that the proposed event venue and parking issues are not compatible with the neighborhood.

Christine Ohlendorf, 815 W. San Antonio Street, stated that she opposes the proposed event venue. She stated that the parking, use of the historic building and traffic would be unsafe in the neighborhood. She stated that if approved, the home would be commercial use instead of a residence. She requested denial of the event venue.

Julie Ohlendorf, 110 S. Medina, spoke against the specific use permit. She stated that she believed that the proposed event venue would affect the elderly neighbors negatively in regard to noise and unsafe traffic.

Arturo Zaldivar, 809 Campbell Street, expressed concern about unsafe traffic and parking issues that would be generated with the proposed event venue.

Mary Lou Wygant, 646 Bois D'Arc Street, stated that she moved from Austin to Lockhart to get away from congested neighborhoods. She expressed concern about the unsafe traffic that would be generated and requested that the home remain a residence.

Kevin Thuerwaechter, 409 W. San Antonio Street, stated that he currently lives across the street of a wedding venue. Even though they do not have daily events, the noise and traffic is unbearable during the wedding events. He spoke against the specific use permit.

Edward David Schunck, 714 San Antonio Street, spoke against the proposed event venue. He expressed concern about the noise and unsafe traffic that would be created with the proposed event center. He requested that the property remain residential.

Laura Roberts, 610 W. San Antonio Street, stated that she is a resident of the senior living houses. She expressed concern of the unsafe traffic and noise that would be generated with the proposed event venue.

Anita Baldrige, 610 W. San Antonio Street, spoke against the specific use permit and stated that the house should remain a residence. She expressed concern about unsafe neighborhood disruption, unsafe traffic, parking issues, and noise.

Teresa Ramirez, 722 W. San Antonio Street, spoke against the specific use permit because of the unsafe traffic, parking on the street and noise.

Ronda Reagan, 412 W. San Antonio Street, spoke against the specific use permit because of unsafe traffic, parking and noise.

John Flores, 1011 S. Medina, stated that for many years, the elected and public officials' goal was to maintain the integrity and reputation of a small-town community. He stated that the proposed event venue in the historic house is against the small-town reputation. He spoke against the specific use permit and stated that he believed that the proposed use should not be considered in the area.

Rita Flores, 1011 S. Medina, stated that she and her husband own 715 W. San Antonio Street which is next to the Judge's House. She spoke against the specific use permit for the proposed event venue because of unsafe traffic, parking, noise, and the negative affect that those issues will have to the residents of the senior housing across the street.

Paul Rodriguez, 518 Caribbean Drive, speaking on behalf of his mother, Amelia Rizzuto, 629 Fir Lane, spoke against the specific use permit. He expressed concern about the unsafe traffic, noise and trespassing on his mother's property.

Susan Petty, 419 W. San Antonio Street, spoke against the specific use permit of the proposed event venue because of unsafe traffic, noise and loitering.

Kara McGregor, 604 W. San Antonio Street, spoke in opposition of the specific use permit for the proposed event venue. She spoke against the home being used as a business rather than a residence. She expressed concern about unsafe traffic and noise. She requested that the appeal be denied.

Garret Mauer, 1221 Maple Street, spoke positively about the Siegels and stated that he believes that they addressed the concerns that were expressed by the citizens. He requested approval because the Siegels have experience in running a successful and safe business.

Brooke Mauer, 1221 Maple Street, stated that they do not want Lockhart to be the same as Austin yet she supports the Siegels for their proposal. She stated that their initial intent was to move their family into the home. She stated that she believes that the Siegels would do their best to maintain the safety of the neighborhood as they have with their business in Austin, if approved.

Levi Garret, 400 W. Prairie Lea, spoke in favor of the Siegels' plan to preserve the home. He stated that they are good people trying to do a good thing for Lockhart. He requested approval. He stated that he believes that local businesses would benefit from the proposed event venue.

Janice Sensat, 716 W. San Antonio Street, spoke in favor of the specific use permit. She stated that the community and local businesses would benefit from the proposed event venue. She stated that growth is inevitable and requested approval of the specific use permit.

Donna Daniels, 420 W. Prairie Lea Street, stated that someone will develop the property and that she would prefer that it is the Siegels that develop the property at 703 W. San Antonio Street. The project would generate additional taxes and revenue for the community.

Len Gabbay, 420 W. Prairie Lea Street, spoke in favor of the specific use permit. He stated that the Siegels are professionals that he believes would manage the property in a neighborhood friendly manner.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 9:22 p.m.

There was discussion.

Mayor Pro-Tem Sanchez made a motion to approve the use of the Lodging and Board House and to deny the use of the special event center. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON A PROPOSED WATERLINE REPLACEMENT PROJECT GRANT APPLICATION FOR FUNDING ALLOCATED FROM THE TEXAS GENERAL LAND OFFICE (GLO) FOR HAZARD MITIGATION PROJECTS.

UPDATE

Mayor White opened the public hearing at 9:46 p.m. and requested the staff background report.

Mr. Resendez stated that the required 14-day public participation period began on February 9, 2024 and concludes February 23, 2024. This public hearing is a component of the public participation process, in addition to postings at City Hall and the city website. At the conclusion of the hearing and City Council approval of the funding application, staff will finalize the application and submit to the Texas General Land Office (GLO) for review and consideration by the February 29, 2024 deadline. The selection of

Grant Administration and Engineering professional services for the project will be considered by City Council at a future meeting.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 9:48 p.m.

Councilmember Michelson made a motion to approve the waterline replacement project grant application, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-C. RESUME 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 9:50 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. The public hearing was postponed at the February 6, 2024 meeting to allow community members more time to respond to the major update to the City's lighting standards.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 10:05 p.m.

Councilmember Lairsen made a motion to approve Ordinance 2024-05, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

Mayor White announced that the Council would take a short break at 10:05 p.m.

Mayor White announced that the meeting would resume at 10:15 p.m.

ITEM 5-A. DISCUSSION AND CONSIDERATION OF THE 2023 RACIAL PROFILING REPORT.

Councilmember Michelson made a motion to approve the 2023 Racial Profiling Report. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO CONSIDER CONTRACT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) FOR ELECTRIC SUBSTATION INSPECTION, MAINTENANCE, AND TESTING.

Councilmember Lairsen made a motion to approve the contract with LCRA, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-07 AUTHORIZING EXPENDITURES FOR TEMPORARY SHELTER DURING EXTREME WEATHER EVENTS AND PROVIDING A STANDARD SHELTER AND CARE AGREEMENT.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2024-07, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION REGARDING THE NOMINATIONS TO THE NEWLY ESTABLISHED ANIMAL SHELTER ADVISORY BOARD.

Councilmember Lairsen made a motion to approve the nominations as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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

ITEM 5-E. DISCUSSION AND/OR ACTION REGARDING THE 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 Lairsen made a motion to appoint Patrick Stroka to the Zoning Board of Adjustment and Appeals. Mayor Pro-Tem Sanchez. The motion passed by a vote of 7-0.

ITEM 5-F. DISCUSSION AND/OR ACTION TO CONSIDER REQUEST FROM COUNCILMEMBER MICHELSON TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Michelson made a motion to reappoint members as listed below. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

- Airport Board: Jake McCullough

- Board of Adjustment: Wayne Reeder
- Board of Adjustment Alternate: Lucy Knight
- Construction Board: Ian Stowe
- Lockhart Economic Development Corporation: Doug Foster
- Historical Preservation: Marica Proctor
- Library Board: Donaly Brice
- Parks and Recreation: Russell Wheeler
- Planning & Zoning: Rick Arnic

ITEM 5-G. DISCUSSION AND/OR ACTION TO CONSIDER REQUEST FROM COUNCILMEMBER LAIRSEN TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Lairsen made a motion to reappoint members as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

- Board of Adjustment: Pat Stroka
- Construction Board: Jerry West
- Lockhart Economic Development Corporation: Sally Daniel
- Electric Board: John Voight
- Historical Preservation: Jerry Haug
- Library Board: Jean Clark Fox
- Parks and Recreation: Warren Burnett
- Planning & Zoning: Philip McBride

ITEM 5-H. ANNOUNCEMENT OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Mayor White stated that the appointment will be considered during the next meeting.

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

- KidFish at City Park on March 16th at 9:00 a.m.
- Citywide Spring Clean Up Program on Saturday, March 23, 2024.
- The Comprehensive Plan's second Community Open House has been scheduled for Monday, March 18, 6 – 8 p.m. at the Connection Center.
- Lockhart's new Building Official, Mr. Andrew Devaney, set to start February 26th.

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

There were none.

ITEM 8. 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. CONSULTATION WITH ATTORNEY FOR THE CITY REGARDING SUMMARY OF LEGAL ISSUES ASSOCIATED WITH RED OAK/SEAWILLOW PROJECT, AND INCLUDING LEGAL ADVICE RELATED TO THE CITY'S PROCESS FOR APPROVAL OF VARIOUS PROJECT COMPONENTS, POSSIBLE PID CREATION AND PID POLICY REQUIREMENTS, TIRZ CREATION, AND POSSIBLE PARTICIPATION IN THE PROJECT BY OTHER GOVERNMENTAL ENTITIES AND RELATED LEGAL ISSUES.

Mayor White announced that the Council would enter Executive Session at 10:23 p.m.

ITEM 9. OPEN SESSION - DISCUSS AND CONSIDER ACTION ON AMENDMENTS TO THE CITY'S PUBLIC IMPROVEMENT DISTRICT (PID) POLICY.

Mayor White announced that the Council would enter Open Session at 11:23 p.m.

Mayor Pro-Tem Sanchez made a motion to approve the amendments to the City's Public Improvement District policy. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 10. 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 11:24 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MARCH 5, 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

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

Council absent:

Mayor Lew White

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director
Randy Jenkins, Fire Chief
David Fowler, Planning Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Travis Hughes, Parks Director
Gary Williamson, Police Chief
Keeli Michna, Finance Director

Citizens/Visitors Addressing the Council: Dave Parkers; Melissa Reese of Texas Monthly;

Work Session 6:30 p.m.

Mayor-Pro-Tem Sanchez stated that Mayor White will not be in attendance. She 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. DISCUSSION REGARDING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH PROJECT HOLIDAY.

Mr. Lewis stated that Project Holiday is a 90-guestroom Holiday Inn Express planned to be located at the corner of City Line Road and San Antonio Street on Lockhart's west side. One of the recommendations in the 2023 LEDC Strategic Plan Update is to recruit a hotel developer to host business clients and visitors and help stretch any day trips for regional tourism into overnight stays boosting retail and food sales in Lockhart. Specifically, the recommendation was to secure a limited service hotel and include meeting space. The hotel will provide a ground floor meeting room with a minimum of 2,400 gross square feet that will accommodate at least 60 seats. This project will support the needs of new businesses coming to Lockhart as well as a new focus growing the City's tourism industry. The proposed Performance Agreement sets forth the property tax and hotel occupancy tax incentives, project investment, construction timelines, job creation requirements, and other performance measures.

Dave Parker provided information about the hotel. There was discussion.

B. DISCUSS CITY COUNCIL MINUTES OF THE MARCH 7, 2023.

Mayor Pro-Tem Sanchez requested corrections to the minutes. There were none.

C. DISCUSS THE PROPOSED TEXAS MONTHLY 2024 BBQ WORLD'S FAIR EVENT SPONSORSHIP AGREEMENT FOR THE NOVEMBER 2-3, 2024 TEXAS MONTHLY BBQ WORLD'S FAIR EVENT.

Mr. Kelley stated that since 2009, Texas Monthly BBQ Fest has brought together BBQ enthusiasts. In 2022, Texas Monthly held its first BBQ World's Fair in the BBQ Capital of Texas and is seeking to return to Lockhart for a third consecutive year. This event is slated for November 2-3, 2024 to be held on the Historic Courthouse Square and City Park. Texas Monthly will provide the planning, production, staffing, event lineup, marketing, ticketing services and sponsorships.

Other notable details in the agreement include:

- City contribution \$25,000 of in-kind support (permit assistance, street closures, police, and fire responders staff, secure shuttle parking area and event locations)
- \$20,000 monetary sponsorship for digital promotion and \$8,700 payment for (1) full page brand ad in Texas Monthly Magazine
- City logo to be placed on promotional signage
- Minimum general liability insurance requirements

Melissa Reese of Texas Monthly provided statistics about the Texas Monthly event that was held in Lockhart in 2023.

D. DISCUSS THE RELEASE OF A 15-FOOT WIDE BLANKET UTILITY EASEMENT LOCATED AT 1925 FM 2001.

Mr. Kelley stated that the developers of Real Cold Storage located at 1925 FM 2001 expressed to city staff that they would like to resolve issues with a utility easement on the subject property that was original granted to Polonia WSC on June 30, 1971. This utility easement that was granted is a 15ft wide easement and encompasses a 2 1/2" water main that was placed on the property. However, the current easement reads "blanket in nature". In 2021, the City of Lockhart acquired this water service area (CCN-Certification of Convenience and Necessity), which includes this easement along with other previously granted easements in the acquired service area. Terminating this existing easement and reestablishing a new easement for the new 16" water main to be constructed within noted metes and bounds will clear up future confusion of the boundaries of the easement. City staff have no issues with the release of the utility easement and prefer having the easement recorded on the final plat for the property.

E. DISCUSS WORK AUTHORIZATION NO. 5 FOR HALFF ASSOCIATES UNDER THE MASTER GENERAL SERVICES AGREEMENT TO PROVIDE ASSISTANCE IN IDENTIFYING FUNDING OPPORTUNITIES AND POTENTIAL SITE DUE DILIGENCE FOR A PROPOSED AQUATIC FACILITY.

Mr. Hughes stated that due to the age and poor condition of the existing municipal pool, an Aquatics Committee was formed in January 2023 to determine the feasibility of constructing a new aquatic facility, and to determine the scope and programming that would best serve the Lockhart community. In July 2023, Council approved Work Authorization #4 for Halff & Associates and Water Technology Incorporated to develop two project concepts and budgets. The final concept and budget was presented to Council and accepted in October 2023. Council directed staff to determine potential sites for the new facility and potential funding sources.

F. DISCUSS THE PROPOSED FIRST ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT (LISD) AND THE CITY OF LOCKHART REGARDING SCHOOL RESOURCE OFFICERS (SRO) TO INCLUDE REIMBURSEMENT FROM LISD TO THE CITY FOR SRO SPECIAL ASSIGNMENT STIPEND.

Chief Williamson stated that the City of Lockhart and the Lockhart Independent School District (LISD) currently have an Interlocal Cooperation Agreement (ILA) for the Lockhart Police Department to provide School Resource Officers (SRO) to LISD throughout the calendar school year. The agreement details the SRO program structure, services to be provided, general duties and responsibilities, training, financial responsibilities and equipment, and the relationship between the parties. At the request of LISD, the purpose of the proposed First Addendum to the current ILA is to provide for reimbursement from LISD to the City for the amount of the SRO special assignment stipend paid to SROs from March 25th, 2024, through May 26th, 2024; the end of the 2023-24 school year. LISD is requesting and will fund a temporary increase in the current SRO special assignment stipend to provide a parity pay rate consistent with rates paid to off-duty officers providing similar services to the school district. The current stipend is \$200 per month. The proposed temporary increase will provide an additional \$1,080 per week for nine weeks. This addendum is expected to be considered by the LISD Board soon. Amendments to Ordinance 2018-07 will be considered on a separate agenda item which follows.

G. DISCUSS ORDINANCE 2024-07 AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II (F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAINING UNCHANGED.

Ms. Bowermon stated that the Lockhart Independent School District (LISD) has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from March 25, 2024 through May 26, 2024. LISD will cover the expense of this increase as stated in the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart." Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,080 per week, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs. Currently, the Lockhart Police Department has one SRO assigned to LISD campuses. LISD currently utilizes off-duty Lockhart Police Officers as well as officers from other law enforcement agencies for additional staffing. These officers are paid a premium off-duty hourly rate and do not receive the SRO assignment pay. The additional pay is proposed to be for a term of March 25, 2024 - May 26, 2024. After May 26, 2024, SRO assignment pay would return to the current \$200 per month. Discussions are ongoing regarding possible additional SRO assignment pay for the 2024-2025 school year. If there is future additional pay proposed by LISD for 2024-2025, it will be presented to City Council at a later date. In accordance with the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City. There was discussion.

H. DISCUSS A PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE CONSTRUCTION DOCUMENTATION AND CONSTRUCTION PHASE SERVICES FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

Mr. Resendez stated that Studio Steinbomer prepared a Fire Station No. 1 condition report, structural condition survey, and preliminary design drawings in 2021. An asbestos survey and report was completed

on February 14, 2024, by an environmental services contractor. The Studio Steinbomer architectural services proposal for the renovation of Fire Station No. 1 will provide design and construction observation services to include Design Development, Construction Documents, and Construction Observation Services. The updated proposal also includes Hazardous Materials Abatement Coordination services to assist the environmental services contractor in coordinating asbestos abatement. In addition, the proposal anticipates a Construction Manager at-Risk (CMAR) delivery method for construction and will not be publicly bid through the typical competitive sealed bidding process. Studio Steinbomer recommended this delivery method due to the project being a remodel of an existing building with historic preservation considerations as opposed to a new build construction project. The CMAR delivery method provides for the general contractor to assume the risk for construction at the contracted price/Guaranteed Maximum Price (GMP) and provide consultation to the City regarding construction during and after the design of the project. Benefits of this method include proactive modifications during the design phase, which are more cost-effective than making changes on the construction site. This will also mitigate potential delays due to any design changes during construction. In comparison, the competitive sealed bidding process requires all drawings and specifications by the design team to be completed prior to the publishing of the bid. Studio Steinbomer will assist the City in developing and publishing the Request for Proposal (RFP) for procuring a CMAR contractor and provide input as needed during the selection process. Award of the CMAR contract will be presented to Council at a later date. The Fire Station No. 1 project scope includes life safety upgrades such as fire sprinklers, fire alarm system, diesel exhaust removal, enhanced living and working quarters on the second floor, exterior upgrades, and abatement of asbestos containing materials identified in the asbestos survey and impacted by remodel construction. Fire Station No. 1 is located within the Lockhart Historical District. The Lockhart Historical Preservation Commission (LHPC) will review any proposed changes to the exterior of the building, as well as any interior work that impacts load-bearing walls. The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring will be provided by an environmental services contractor in a separate agenda item.

I. DISCUSS A PROPOSAL FROM BURCHAM ENVIRONMENTAL SERVICES, L.L.C. TO PROVIDE CONSULTING SERVICES FOR THE ASBESTOS ABATEMENT FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

Mr. Resendez stated that in preparation for a renovation project at Fire Station #1 at 201 W. Market St., an asbestos survey began on December 5, 2023, with a second visit on February 14, 2024, by Burcham Environmental Services. A report of the results of the asbestos survey was included in the agenda item packet material. The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring must be provided by a qualified environmental services contractor. Based on the asbestos survey, a plan will be developed for the abatement of asbestos by an approved asbestos removal contractor. The estimated cost of the abatement at the current proposed scope of work is \$33,000. These costs are included in Studio Steinbomer's Opinion of Probable Costs for the Fire Station No. 1 renovation. The asbestos abatement would be scheduled first, and the fire station renovation would be scheduled thereafter. There was discussion.

J. DISCUSSION REGARDING RESOLUTION 2024-08, SUSPENDING THE APRIL 9, 2024, EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2023.

Mr. Lewis stated that this is an annual interim rate adjustment and that the purpose of the resolution is to suspend the effective date of the rate increase by 45 days. Further, the Texas Supreme Court has determined that the City has no authority to take additional action or undertake a substantive examination of the request.

K. DISCUSSION REGARDING OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Westmoreland requested the appointment of Arnold Proctor during the regular meeting.

RECESS: Mayor Pro-Tem Sanchez announced that the Council would recess for a break at 7:30 p.m.

ITEM 1. CALL TO ORDER.

Mayor Pro-Tem Sanchez called the meeting to order at 7:45 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Councilmember Castillo gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor Pro-Tem Sanchez requested citizens to address the Council. There were none.

ITEM 4. CONSENT AGENDA.

Councilmember Westmoreland made a motion to approve consent agenda items 4A and 4B. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:

4-A. Approve City Council minutes of March 7, 2023.

4-B: Approve Resolution 2024-08, suspending the April 9, 2024, effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc., Central-Gulf Service Area, to implement interim GRIP rate adjustments for gas utility investment in 2023.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH PROJECT HOLIDAY.

Councilmember Michelson made a motion to approve the Economic Development Performance Agreement with Project Holiday, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 5-1, with Councilmember Castillo opposing.

There was discussion.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING THE PROPOSED TEXAS MONTHLY 2024 BBQ WORLD'S FAIR EVENT SPONSORSHIP AGREEMENT FOR THE NOVEMBER 2-3, 2024 TEXAS MONTHLY BBQ WORLD'S FAIR EVENT.

Councilmember Lairsen made a motion to approve the Texas Monthly 2024 BBQ World's Fair event sponsorship agreement, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER THE RELEASE OF A 15-FOOT WIDE BLANKET UTILITY EASEMENT LOCATED AT 1925 FM 2001.

Councilmember Castillo made a motion to approve the release of a 15-foot wide blanket utility easement located at 1925 FM 2001. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

ITEM 5-D. DISCUSSION AND/OR ACTION TO CONSIDER WORK AUTHORIZATION NO. 5 FOR HALFF ASSOCIATES UNDER THE MASTER GENERAL SERVICES AGREEMENT TO PROVIDE ASSISTANCE IN IDENTIFYING FUNDING OPPORTUNITIES AND POTENTIAL SITE DUE DILIGENCE FOR A PROPOSED AQUATIC FACILITY.

Councilmember Lairsen made a motion to approve the work authorization No. 5 for Halff Associates, as presented. Councilmember Michelson seconded. The motion passed by a vote of 5-1, with Councilmember Castillo opposing.

ITEM 5-E. DISCUSSION AND/OR ACTION RELATED TO THE PROPOSED FIRST ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT (LISD) AND THE CITY OF LOCKHART REGARDING SCHOOL RESOURCE OFFICERS (SRO) TO INCLUDE REIMBURSEMENT FROM LISD TO THE CITY FOR SRO SPECIAL ASSIGNMENT STIPEND.

Councilmember Westmoreland made a motion to approve the First Addendum to the Interlocal Cooperation Agreement between LISD and the City of Lockhart regarding School Resource Officers, as presented. Councilmember Michelson seconded. The motion passed by a vote of 6-0.

ITEM 5-F. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-07 AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II (F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAINING UNCHANGED.

Councilmember Michelson made a motion to approve Ordinance 2024-07, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 6-0.

ITEM 5-G. DISCUSSION AND/OR ACTION TO CONSIDER A PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE CONSTRUCTION DOCUMENTATION AND CONSTRUCTION PHASE SERVICES FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

There was discussion about the condition of the roof. Mr. Resendez confirmed that assessing the condition of the roof will be added to the scope of work.

Councilmember Lairsen made a motion to approve the proposal from Studio Steinbomer to provide construction documentation and construction phase services for the renovation of the Fire Station No. 1 at 201 W. Market Street. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

ITEM 5-H. DISCUSSION AND/OR ACTION TO CONSIDER A PROPOSAL FROM BURCHAM ENVIRONMENTAL SERVICES, L.L.C. TO PROVIDE CONSULTING SERVICES FOR THE ASBESTOS ABATEMENT FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

Councilmember Castillo made a motion to approve proposal from Burcham Environmental Services, LLC to provide consulting services for the asbestos abatement for the renovation of Fire Station No. 1 at 201 W. Market Street. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

ITEM 5-I. DISCUSSION AND/OR ACTION REGARDING OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Westmoreland made a motion to appoint Arnold Proctor to the Zoning Board of Adjustment and Appeals, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

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

- KidFish at City Park on March 16th at 9:00 a.m. - 12:00 p.m.
- Citywide Spring Clean Up Program on Saturday, March 23, 2024.
- Water Treatment Plant - Emergency Generator Project Update.
- Appointment of new Finance Director and Building Official.
- Update on the Downtown Revitalization Project - Bidding Phase.

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

Councilmember Mendoza congratulated those that won during tonight's election. He wished students a good spring break.

Councilmember Castillo wished the Hispanic Chamber good luck during next week's event.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated the Progressive Club for their successful banquet. She thanked all involved with the parent meeting recently held in the Clark Library.

ITEM 8. 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. Discussion regarding City of Lockhart Charter matter.

Mayor Pro-Tem Sanchez announced that the Council would enter Executive Session at 8:10 p.m.

ITEM 9. OPEN SESSION

Mayor Pro-Tem Sanchez announced that the Council would enter Open Session at 8:34 p.m.

There was no action.

ITEM 10. ADJOURNMENT

Councilmember Mendoza made a motion to adjourn the meeting. Councilmember Lairsen seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 8:35 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MARCH 19, 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
Erin Westmoreland, Municipal Court Manager
David Fowler, City Planner

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Randy Jenkins, Fire Chief
Bob Leos, Electric Superintendent
Gary Williamson, Police Chief

Citizens/Visitors Addressing the Council: Lockhart High School CTE members; Mike Brooks of BrooksWatson & Company; Citizens: Jessie Hernandez, Patsy Jevas, and April Hope.

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 OF A PROCLAMATION DECLARING MARCH 19, 2024 AS CESAR CHAVEZ FARM WORKER APPRECIATION DAY.

Mayor White presented a proclamation to members of the CTE Program of Lockhart High School.

B. PRESENTATION AND DISCUSSION OF THE CITY OF LOCKHART AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S FISCAL YEAR 2022-23 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ANNUAL FINANCIAL AUDIT) BY BROOKSWATSON & COMPANY, PLLC., AN INDEPENDENT PUBLIC ACCOUNTING FIRM.

Mr. Resendez stated that according to City of Lockhart's Home Rule Charter, Article 3, Section 3.14 - Audit of City books and accounts, the City shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. In addition, Section 3.14 states that the accountant shall not maintain or keep any of the city's accounts or records and shall not perform the city's annual audit for more than five years in succession. This is the third year for BrooksWatson & Company, PLLC to perform the City's annual audit. City staff is currently working with BrooksWatson & Company, PLLC to extend audit services through FYE 2025. This mutually desired agreement will be brought to City Council at a future meeting. BrooksWatson & Company, PLLC has issued an unqualified (clean) opinion. An unqualified opinion is presumed to be free from material misstatements and fairly represents its financial results, financial position, and cash flows. The Annual Comprehensive Financial Report for FYE 2023 includes three sections: Introduction, Financial, and Statistical. The transmittal letter is one of the legal requirements for the annual report that typically includes the local government's profile, provides an economic update on the local economy, lists any major initiatives undertaken by the local government and states that the financial reports are management's responsibility. The financial section includes all

necessary financial information, narratives explaining financials, and an auditor's report. The third section is the statistical section. It outlines financial trends, revenue capacity, debt capacity, demographic information and other operating indicators about the local government. The City has been awarded a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for four consecutive years. The current Annual Comprehensive Financial Report for FYE 2023 will be submitted to the GFOA to determine eligibility for another certificate.

Mike Brooks of BrooksWatson & Company provided details about the completed annual financial audit.

C. DISCUSS ANNUAL REVIEW OF THE CITY OF LOCKHART EMERGENCY WARNING SYSTEM POLICIES WHICH INCLUDES THE OUTDOOR WARNING SIRENS (OWS) AND THE REGIONAL NOTIFICATION SYSTEM (RNS) IN PARTNERSHIP WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Chief Jenkins stated that severe weather is common in Central Texas from March through November. This includes the typical, peak severe thunderstorm and tornado months from March to June, and it includes the Atlantic hurricane season from June 1 to November 30. The purpose of this agenda item is to complete a routine annual review of the policy and make any needed amendments before the upcoming severe weather season. The current emergency warning system includes both outdoor and indoor warning methods. Outdoor Warning Sirens consisting of five (5) electro-mechanical rotating sirens strategically located throughout the city. The sirens are tested on the 1st Monday of each month at 1 p.m. and are maintained through an annual maintenance contract. Indoor warnings are managed through the CAPCOG Regional Notification System (WarnCentralTexas.org) which has been implemented for citizens to receive warnings and important information on phone (call or text), and computers (Email), to include automated weather warnings from the National Weather Service (NWS). Due to the age of the Outdoor Warning Sirens (2016), an upgrade to the server and software has been completed in 2024. A second manual activation control point was also added at dispatch. An upgrade to the battery chargers and batteries on three of the sites is also in progress. Outdoor Warning Sirens were activated once by staff on October 26, 2023, at 8:13 a.m. due to a tornado spotted on the ground by the Caldwell Co. Sheriff's Office and a Tornado Warning in Caldwell County issued by the NWS. The City of Lockhart currently has 13,062 contacts in WarnCentralTexas.org. There was discussion.

D. DISCUSS CITY COUNCIL MINUTES OF THE MARCH 21, 2023, APRIL 4, 2023, APRIL 18, 2023, AND MAY 2, 2023 MEETINGS.

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

E. DISCUSS A COST PARTICIPATION AND EASEMENT AGREEMENT WITH STICH INTERESTS, LLC FOR DEVELOPMENT OF A NEW WASTEWATER UTILITY EASEMENT AND AUTHORIZING CITY PARTICIPATION IN A PROJECT TO REPLACE AN AGING WASTEWATER LINE AT 519 WEST SAN ANTONIO STREET.

Mr. Kelley stated that the property at 519 West San Antonio Street has a public 8" and 6" wastewater line that serves residents along West San Antonio Street and was constructed over 60 years ago. This line is constructed of clay tile material and the manholes are constructed out of bricks, which was common at the time. While the line has not failed, it is in deteriorating condition and is in need of replacing. This was confirmed by both the property owner's plumber and the city inspecting the line with cameras. The property owner of 519 West San Antonio Street expressed concern about the line's condition and formally requested the City's participation in the replacement of the wastewater line, since they have plans on developing the property and the existing condition of the pipeline may not withstand heavy equipment developing the site. Furthermore, at the time of the wastewater line's construction, the line was placed on the property, but no easement was granted. If the Council authorizes participation in the 8" Wastewater

Line Replacement project, approximately 195' of 8" wastewater main will be replaced, two new concrete manholes will be installed, the crossing of the dry creek will be replaced, approximately 50 ft of 6" wastewater main will be oversized to an 8" wastewater main, improving flow, and a 275' by 15' utility easement will be dedicated to the City. The newly granted easement will also resolve an issue with the current alignment of the wastewater line that traverses diagonally through the property and will create a future opportunity to realign the portions of the wastewater main that currently go through the service station property west of the subject property. By entering this agreement, the City agrees to purchase the new easement at a cost of \$6,512.34, contribute up to half of the cost of construction of the new 8" wastewater main at a cost not to exceed \$12,615, and contribute the cost of oversizing 50' of 6" wastewater main to an 8" main. The developer, Stich Interests, LLC, will be responsible for coordinating the installation of the new wastewater line and dedicating the 275' by 15' public utility easement. During the construction, the City will conduct inspections of the new utility to ensure the utility meets all City Construction Standards. Upon satisfaction of completion and conveyance of the easement, the City shall pay its share as stated in the agreement.

F. DISCUSS INTERLOCAL COOPERATION CONTRACT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR PROGRAM (OMNI BASE.)

Ms. Westmoreland stated that the current contract with the Department of Public Safety was signed in February of 2020. This contract allows the court to add and collect \$10 on cases that went into the OMNI system. This program allows the court to put a hold on and prevent offenders from renewing their drivers license until they complete their obligations with the court.

G. DISCUSS AGREEMENT WITH TECHLINE CONSTRUCTION, LLC FOR PROJECT 5B AS PART OF THE CITY OF LOCKHART'S FIVE-YEAR SYSTEM STUDY AND CAPITAL PLAN AS PREPARED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).

Mr. Leos stated that Techline Construction is the Lower Colorado River Authority's (LCRA) 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 #5B is a "System Rehabilitation" project and part of the LCRA's five-year system study that will replace single strand copper conductor. These conductors have been shown to become brittle and break with age, causing outages. Project #5B will rebuild approximately 3,200 ft of power line on circuit LK30, along Pecos from Ash and connecting to circuit LK20 at China. Project 5A was approved at the January 2, 2024 Council meeting and near completion. Project 5C is anticipated to be completed in 2024. The project will begin in the second quarter of 2024 with an estimated completion date of the third quarter of 2024. Labor for Project #5B is an estimated total of \$215,200.00, and not to exceed \$221,000.00.

H. DISCUSS RESOLUTION 2024-09, DECLARING INTENT TO SEEK CERTIFICATION FROM THE INTERNATIONAL DARK SKY ASSOCIATION AND TO REGULATE OUTDOOR LIGHTING IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 3000.002 OF THE TEXAS LOCAL GOVERNMENT CODE.

Mr. Fowler stated that in 2021 the Texas Legislature passed an amendment to Section 3000.002 of the Local Government Code prohibiting cities from passing lighting ordinances restricting the use of any lighting fixture that is permitted in the International Building Code unless a city applies to the International Dark Sky Association for review and approval of the lighting ordinance. This resolution will direct staff to apply for dark sky certification of the City's lighting ordinance passed in February 2024, thus satisfying the requirement. The certification process as outlined by the Dark Sky Association should take 1-3 years to complete. Depending upon the outcome of the Dark Sky review, some revisions to the recently passed ordinance may have to be made for the City to obtain certification. However, due to the resolution

directing City staff to work to obtain certification, the ordinance will remain valid in the interim while the ordinance is under Dark Sky review.

I. DISCUSS ORDINANCE 2024-08 REGULATING SEXUAL OFFENDERS FROM LOITERING OR ESTABLISHING RESIDENCY AROUND LOCATIONS WHERE CHILDREN REGULARLY CONGREGATE.

Chief Williamson stated that there are currently about 35 Registered Sex Offenders living in Lockhart. The number grows every year. They are classified as low, moderate and high-risk offenders. While these offenders are on Parole or Probation, they must live with restrictions designed to help them not re-offend. Once they are off of Parole and Probation, the restrictions are lifted. Law enforcement has no authority where sex offenders, off of probation or parole, live or loiter. The Lockhart Police Department has received requests from local citizens to implement an ordinance to regulate sex offenders, such as has been done in other cities. Studies have shown that the recidivism rate for individuals required to register as sex offenders whose offenses were committed against children is alarmingly high based on a study performed by the U.S. Department of Justice, Office of Justice Programs, entitled "Recidivism of Adult Sex Offenders." The ordinance creates Child Safety Zones, places where children 17 years of age or younger congregate. The ordinance prohibits registered sex offenders from loitering within 300 feet or residing within 1,500 feet of a Child Safety Zone. Exceptions have been included for those who already have an established residence within 1,500 feet of a Child Safety Zone and for those conducting legitimate business within the child safety zone. The residence within the Child Safety Zone can be changed, if the Council desires. There was discussion.

J. DISCUSS RESOLUTION 2024-10 TO SELECT A GRANT ADMINISTRATION SERVICE PROVIDER TO COMPLETE AN APPLICATION AND WITH FUNDING, PROJECT IMPLEMENTATION FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN CONTRACT WITH SELECTED FIRM.

Mr. Resendez stated that city staff issued a Request for Proposals (RFP) for professional grant administration services on February 1st, 2024 with an application deadline of February 15th, 2024. These proposals were solicited to procure a grant administration firm to assist the City in the application, implementation, and administration of the proposed waterline replacement project submitted to the Texas General Land Office (GLO) for consideration. Staff received four responses from the following grant administration service providers (alphabetical): Community Development Management Co., Langford Community Management Services (LCMS), GrantWorks, and Public Management, Inc (PMI). Each proposal was reviewed and scored by a three-person committee. Based on these results, staff is recommending a contract with Langford Community Management Services (LCMS). Based in Liberty Hill and serving Texas communities since 1983, LCMS has extensive experience with state and federal grant projects. They are a Woman Owned Business Enterprise (WBE) and a Certified Historically Underutilized Business (HUB) with the Texas Secretary of State's office. Staff have also been advised the designated personnel from LCMS assigned to our project have previous work experience as a former employee of the General Land Office (GLO) and will be on-site during pre-construction meetings to coordinate with engineering and the selected construction contractor. City Council approved a final project scope and cost estimate for a proposed waterline replacement project at the February 6, 2024, Council meeting. The proposed project includes the replacement of 6 fire hydrants, 18 Isolations/gate valves, and 3,300 linear feet (LF) of 8" waterline. Further, this proposed project completes required utility line upgrades for the Blanco Street Bridge/TxDOT project and prepares the underlying utilities for future street overlay project consideration. 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. The public participation period began

on February 9, 2024 and closed February 23, 2024. Postings to the city website and City Hall notification board were made available for public review. City Council also held a public hearing at the February 20, 2024 Council meeting as an opportunity for public input. Staff did not receive any public comments during this period. GLO funds have been appropriated to the City for eligible projects. However, an application must be submitted to access this funding.

K. DISCUSS RESOLUTION 2024-11 TO SELECT AN ENGINEERING FIRM TO ASSIST IN THE PROJECT IMPLEMENTATION INCLUDING DESIGN AND CONSTRUCTION OVERSIGHT FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO COMPLETE NEGOTIATIONS WITH SELECTED FIRM AND SIGN CONTRACT.

Mr. Resendez stated that city staff issued a Request for Qualifications (RFP) for engineering services on February 1, 2024 with an application deadline of February 15, 2024. These statements of qualification (SOQ) were solicited to procure an engineering services firm to assist the City in the application and implementation of the proposed waterline replacement project submitted to the Texas General Land Office (GLO) for consideration. Staff received four responses from the following engineering services firm (alphabetical): Doucet & Associates, Inc. (Doucet), KSA, Rakowitz Engineering & Surveying, and Schaumburg & Polk, Inc. (SPI). Each SOQ was reviewed and scored by a three-person committee. Based on these results, staff is recommending a contract with Doucet & Associates, Inc. (Doucet). Based in Austin and founded in 1992, Doucet has extensive experience with Central Texas municipal and county clients on drainage, transportation, water, and wastewater projects. Many of these previous regional projects also involved grant funding through the CDBG-Disaster Recovery (DR) and CDBG-Mitigation (MIT) programs. Previously, Doucet was the project engineer for the Lockhart Industrial Park III Utility Improvements. City Council approved a final project scope and cost estimate for a proposed waterline replacement project at the February 6th, 2024, Council meeting. The proposed project includes the replacement of 6 fire hydrants, 18 Isolations/gate valves, and 3,300 linear feet (LF) of 8" waterline. Further, this proposed project completes required utility line upgrades for the Blanco Street Bridge/TxDOT project and prepares the underlying utilities for future street overlay project consideration. 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. The public participation period began on February 9, 2024 and closed February 23, 2024. Postings to the city website and City Hall notification board were made available for public review. City Council also held a public hearing at the February 20, 2024 Council meeting as an opportunity for public input. Staff did not receive any public comments during this period. GLO funds have been appropriated to the City for eligible projects. However, an application must be submitted to access this funding.

RECESS: Mayor White announced that the Council would recess for a break at 7:40 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:55 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Jessie Hernandez, 603 Pecan Street, provided information about his experience with the Planning Department in regards to noise complaints during the First Friday events and that he was told that his location of business is not within the downtown area to be able to host First Friday events.

Patsy Jevas, 900 Silent Valley Road, expressed concern about rapid gun shots coming from the direction of the railroad tracks. She stated that several animals have been shot due to the rapid gun shots. She requested assistance from the Lockhart Police Department to help with safety concerns and to eliminate the gun shots.

April Hope, 606 Bois D'arc, requested assistance with transportation options out of town for doctor appointments.

ITEM 4. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 4A and 4B. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 4A: Approve City Council minutes of the March 21, 2023, April 4, 2023, April 18, 2023, and May 2, 2023 meetings.
- 4B: Approve Interlocal Cooperation Contract with Texas Department of Public Safety for the Failure to Appear Program (OMNI base.)

ITEM 5-A. PRESENTATION, DISCUSSION AND/OR ACTION OF THE CITY OF LOCKHART AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S FISCAL YEAR 2022-23 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ANNUAL FINANCIAL AUDIT) BY BROOKSWATSON & COMPANY, PLLC., AN INDEPENDENT PUBLIC ACCOUNTING FIRM.

Councilmember Michelson made a motion to approve the Annual Comprehensive Financial Report, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO ENTER A COST PARTICIPATION AND EASEMENT AGREEMENT WITH STICH INTERESTS, LLC FOR DEVELOPMENT OF A NEW WASTEWATER UTILITY EASEMENT AND AUTHORIZING CITY PARTICIPATION IN A PROJECT TO REPLACE AN AGING WASTEWATER LINE AT 519 WEST SAN ANTONIO STREET.

Mayor Pro-Tem Sanchez made a motion to approve a cost participation and easement agreement with Stich Interests, LLC, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER AN AGREEMENT WITH TECHLINE CONSTRUCTION, LLC FOR PROJECT 5B AS PART OF THE CITY OF LOCKHART'S FIVE-YEAR SYSTEM STUDY AND CAPITAL PLAN AS PREPARED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).

Councilmember Michelson made a motion to approve the agreement with Techline Construction for Project 5B, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR POSSIBLE ACTION ON RESOLUTION 2024-09, DECLARING INTENT TO SEEK CERTIFICATION FROM THE INTERNATIONAL DARK SKY ASSOCIATION AND TO REGULATE OUTDOOR LIGHTING IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 3000.002 OF THE TEXAS LOCAL GOVERNMENT CODE.

Councilmember Lairsen made a motion to approve Resolution 2024-09, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-1, with Councilmember Mendoza opposing.

ITEM 5-E. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-08 REGULATING SEXUAL OFFENDERS FROM LOITERING OR ESTABLISHING RESIDENCY AROUND LOCATIONS WHERE CHILDREN REGULARLY CONGREGATE.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-08 with the Child Safety Zone distance to be a 2,000 foot boundary. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-F. DISCUSSION AND/OR POSSIBLE ACTION ON RESOLUTION 2024-10 TO SELECT A GRANT ADMINISTRATION SERVICE PROVIDER TO COMPLETE AN APPLICATION AND WITH FUNDING, PROJECT IMPLEMENTATION FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN CONTRACT WITH SELECTED FIRM.

Councilmember Michelson made a motion to approve Resolution 2024-10, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-G. DISCUSSION AND/OR POSSIBLE ACTION ON RESOLUTION 2024-11 TO SELECT AN ENGINEERING FIRM TO ASSIST IN THE PROJECT IMPLEMENTATION INCLUDING DESIGN AND CONSTRUCTION OVERSIGHT FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO COMPLETE NEGOTIATIONS WITH SELECTED FIRM AND SIGN CONTRACT.

Councilmember Lairsen made a motion to approve Resolution 2024-11, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

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

- Police Lieutenant promotional exam will be held March 20, 2024.
- KidFish at City Park rescheduled to March 23rd at 9:00 a.m. - 12:00 p.m.
- Citywide Spring Clean Up Program on Saturday, March 23, 2024.
- Splash pads are scheduled to open March 30, 2024.
- Animal Shelter Improvements Update.

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

Councilmember Mendoza wished everyone good luck during the KidFish event.

Mayor Pro-Tem Sanchez expressed condolences to the family of Edna Roland for their loss. She congratulated the Hispanic Chamber for their successful event and to the Lockhart ISD for new Elementary School No. 6. She congratulated the Lockhart Electric Department for being awarded the business of the year through the Hispanic Chamber.

Councilmember Lairsen congratulated the Hispanic Chamber for a successful banquet, the Lockhart ISD for beginning the planning of the new Elementary School, and the Gaslight Baker Theatre for their upcoming events.

Councilmember Castillo congratulated the Hispanic Chamber for a successful banquet. He wished the Fur Ball event success this weekend. He thanked city staff.

Councilmember Michelson congratulated the Hispanic Chamber for a successful banquet. He thanked city employees.

Mayor White congratulated the Hispanic Chamber for a successful banquet. He stated that the prison Warden offered a tour of the facility to Councilmembers.

ITEM 8. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:30 p.m.

PASSED and APPROVED this the 4th day of 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

MARCH 26, 2024

6:00 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
David Fowler, Planning Director

Patty Akers, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director

Citizens/Visitors Addressing the Council: Tom Staub of Red Oak Development; Will Wachel of TRC; and Bart Fowler of McCall Parkhurst & Horton

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 6:04 p.m.

ITEM 2-A. DISCUSSION AND/OR ACTION REGARDING PROPOSED DEVELOPMENT OF THE SEAWILLOW PROJECT AND ASSOCIATED FACILITIES, INFRASTRUCTURE, AMENITIES AND ROADWAY IMPROVEMENTS.

Tom Staub of Red Oak Development, Will Wachel of TRC Engineers, Bart Fowler of McCall Parkhurst & Horton, and staff provided details and there was discussion about the following topics of Seawillow Project:

- Community Outreach survey results
- Upgraded features of Seawillow Ranch
 - Street trees (4.5” minimum caliper along collector and arterial streets, 3” along local streets)
 - Wider sidewalks along local and collector streets
 - School site dedication large enough for two schools
 - Larger parks with larger and more varied amenities
 - Network of pocket parks, greenbelts
 - Amenity center with pool
 - Upgraded commercial landscaping standards
 - Upgraded residential design standards, including building materials (building materials need to be in development agreement for enforceability)
 - Central commercial area integrated into development
 - Alley loaded housing types (on lots less than 50’ wide) with alleys maintained by HOA—will replace front-garage curb cuts with continuous tree-lined street frontages
 - Centralized stormwater management facilities
 - Will follow Dripping Springs’ dark sky certified lighting ordinance
 - Shorter residential block length limit (600 feet vs 800 ft in subdivision ordinance)

- Off-site traffic improvements scaled to impact of larger development, rather than lesser incremental improvements made for smaller developments.
 - 40 acres dedicated as Lockhart ISD use.
- Transportation
 - Seawillow has submitted a Traffic Impact Analysis (TIA) to TxDOT that is still under review. The TIA submitted has many offsite improvements that will be phased in over time
 - TxDOT may have additional recommendations or remediations based on their review of the TIA
 - There aren't any Road Impact Fee reimbursement projects associated with this project.
- Drainage
 - The developer will be responsible for determining the total detention capacities needs for the development.
 - Each phase of the project must will require the completion of the necessary detention and storm drain requirements prior to completion of that phase.
 - The hydraulic analysis will be reviewed and must be approved by the City Engineer prior to the start of any development, including PDDs.
 - According to the City's Municipal Code, the post development runoff cannot exceed the predevelopment runoff from the project.
- Water Distribution System
 - Seawillow Ranch is currently located outside of the City's Water Certificate of Convenience and Necessity (CCN) and the property currently resides in Aqua Water Supply Corporation's CCN. A request to release from the current CCN to the City's CCN will be required to serve the development.
 - There are currently no CIPs or water impact fee project associated with this project's location.
 - The Seawillow Development would require a minimum of two 12" water main connections along FM1322 to loop the water system. These would be connected to the existing 12" water main along FM 1322.
 - Based on current information provided by the developer, a 500,000-gallon Elevated Storage Tank (EST) would be necessary to serve this development. The City could consider upsizing a 500,000-gallon EST to a 1,000,000-gallon EST if it is financially a good idea and an overall benefit to the system. The developer is proposing donation of an approximately 1-acre site to accommodate the new elevated water storage tank.
- Water Treatment System
 - The City's current pumping capacity at the Water Treatment Plant is 5.18 MGD and is in need of increasing this amount based on the current requirements of TCEQ.
 - Seawillow Ranch at buildout will increase the supply capacity need by 1.9MGD. This system at the Water Treatment Plant would need to be upgraded as a result of the additional capacity need and the Seawillow Development may be subject to contribution based on the amount of capacity need to serve the development.
 - Based on the development's water use needs, additional groundwater wells in the City's well field would be beneficial to offset the capacity needs of the development. These new water wells could be eligible for financing through the PID.
- Wastewater Collection System
 - The project will require a force main (pressurized sewer line that pumps wastewater to a higher elevation gravity wastewater line) and regional lift station to bring wastewater to the City's lines along FM 1322 with a connection on Blackjack Street. These projects are

- shown on the Wastewater Impact Fee Report CIPs at an estimated cost of \$2,500,000; could be eligible for up to 50% of reimbursement of the project costs.
- o Currently the Regional LS and FM are only shown to serve the Seawillow development; however, the City may consider upsizing the capacity of the lift station to offer wastewater services in areas beyond this proposed development.
 - o The 24" wastewater trunkline along Blackjack Street will need to be increased in size to a 30" main to handle the capacity of this development prior to total buildout of the phases. The PID would be responsible to fund this upgrade to accommodate the development.
 - Wastewater Treatment System
 - o Seawillow Ranch's wastewater discharge would be exclusively treated at Wastewater Treatment Plant (WWTP) #2 at FM 20.
 - o The FM 20 WWTP has a design capacity of 1.5MGD and is subject to the TCEQ 75/90 rule for the design and construction on capacity upgrades.
 - o At current projections without Seawillow Ranch, the WWTP at FM 20 would be required design to begin in 2030 with construction anticipated to start in 2035.
 - o Based on current projections with Seawillow Development, the FM 20 WWTP expansion design would be required to start in 2028 (2-years earlier) and construction to begin in 2030(5-years earlier).
 - o At full buildout of Seawillow (2035), the City is projected to produce 1.38MGD of wastewater flow to the FM 20 Plant and Seawillow would contribute 0.447MGD. The combined flow would be ~1.83MGD or 122% of current design capacity.
 - o At full buildout, the City is projected to produce 75% of total flow to FM20 and Seawillow produces 25%.
 - o Based on current projections with Seawillow, the FM 20 WWTP expansion design would be required to start in 2028 (2-year increase) and construction to begin in 2030(5-year increase).
 - o At full buildout of Seawillow (2035), the City is projected to produce 1.38MGD of wastewater flow to the FM 20 Plant and Seawillow would contribute 0.447MGD. The combined flow would be ~1.83MGD or 122% of current design capacity.
 - o At full buildout, the City is projected to produce 75% of total flow to FM20 and Seawillow produces 25%.

Bart Fowler of Parkhurst & Horton provided information about the city's requirements involved with approving a Public Utility District PUD and Tax Increment Reinvestment Zone TIRZ.

ITEM 3. EXECUTIVE SESSION – In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:
 Mayor White announced that the Council would enter Executive Session at 7:25 p.m. to discuss the following:

- a. § 551.071 and §551.087: Private consultation with its attorney to seek advice about pending or contemplated litigation; settlement offer; or legal matters subject to attorney/client privilege: **Proposed development of the Seawillow Project and associated facilities, infrastructure, amenities and roadway improvements;** and deliberation regarding economic development negotiations, including discussion of commercial or financial information 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 and to deliberate the offer of financial or other incentives to said business prospect.

- b. § 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Finance Director.

Councilmember Michelson exited the executive session during discussion of ITEM 3-b: Finance Director and did not participate in discussions regarding the Finance Director.

ITEM 4. RECONVENE INTO OPEN SESSION - IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, CHAPTER 551, THE CITY COUNCIL WILL RECONVENE INTO OPEN SESSION TO CONSIDER ACTION, IF ANY, ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

Mayor White announced that the Council would enter Open Session at 8:40 p.m. There was no action taken.

ITEM 5. 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 8:4 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

APRIL 2, 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
David Fowler, Planning Director
Gary Williamson, Police Chief

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director

Citizens/Visitors Addressing the Council: Representatives of the Hays-Caldwell Women's Center; Ryan Garcia of JES Holdings; and Citizens: Angie Mesa, Alondra Amaya, and Patsy Jevas.

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 OF PROCLAMATIONS DECLARING APRIL 2024 AS CHILD ABUSE AND SEXUAL ASSAULT AWARENESS & PREVENTION MONTH.

Mayor White presented proclamations to the Hays-Caldwell Women's Center.

B. DISCUSS CITY COUNCIL MINUTES OF THE MAY 8, 2023, MAY 9, 2023, MAY 16, 2023 AND FEBRUARY 6, 2024 MEETINGS.

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

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.

Mr. Kelley stated that 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 1,000 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 would extend the term for an additional 5-year term from June 1, 2024 to May 31, 2029 and has a renewal option for an additional 5-years. There was discussion.

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.

Mr. Fowler stated that 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.

Ryan Garcia of JES Holdings provided details and there was discussion about the Maple Park Manor project.

E. DISCUSS THE MID-YEAR FINANCIAL REPORT FOR 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 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).

F. DISCUSS THE PRELIMINARY BUDGET AND TAX CALENDAR FOR FISCAL YEAR 2024-2025.

Mr. Resendez stated that 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.

RECESS: Mayor White announced that the Council would recess for a break at 7:03 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:30 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.

Angie Mesa, 1515 Foxglove Drive, Lockhart, spoke against the construction of the Maple Street Truck Stop. She stated that she believed that it was no longer suitable for the area because of high traffic hazards, heavy truck traffic, possible human trafficking, decreased property values, and noise and vehicle pollution.

Alondra Amaya, 1511 Foxglove Drive, Lockhart, spoke against the construction of the Maple Street Truck Stop. She stated that her husband sustained injuries when involved in a traffic accident where he was hit by a large truck at a truck stop. She believes that the traffic at a truck stop creates traffic hazards and requested that the proposed truck stop be located to another location.

Patsy Jevas, Silent Valley Road, expressed concern about her livestock being shot, on four occasions, from gunfire coming from Stueve Lane. She stated that elected officials, animal control and police officers took reports and are investigating the incidents. She stated that she is offering a \$2,000 reward to someone that reports the individual(s) that is shooting her livestock. She requested assistance from the community to find the individual(s) committing the crime.

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

ITEM 4-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.

Mayor Pro-Tem Sanchez made a motion to approve the minutes. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 4-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.

Councilmember Michelson made a motion to renew the lease with Community Action, Inc. for a term of five years, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 4-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.

Councilmember Lairsen made a motion to approve Resolution 2024-12, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 4-D. DISCUSSION AND CONSIDERATION OF THE MID-YEAR FINANCIAL REPORT FOR FYE 2024.

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

ITEM 4-E. DISCUSSION AND/OR ACTION TO CONSIDER THE PRELIMINARY BUDGET AND TAX CALENDAR FOR FISCAL YEAR 2024-2025.

There was discussion.

Councilmember Castillo made a motion to approve the budget and tax calendar, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 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.

ITEM 6. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated all that participated in the KidFish event. She invited all to attend the Education Foundation fundraising event this week.

Councilmember Lairsen thanked city employees for their work.

Councilmember Castillo thanked the Parks Department employees for maintaining city parks.

Councilmember Michelson thanked employees and invited all to attend the Education Foundation fundraiser.

Mayor White thanked city staff for their work, and all involved with the KidFish event. He invited all to participate in the annual Sip-n-Stroll event that will be held this weekend.

ITEM 7. 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 7:58 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Presentation and discussion regarding updates on Parks and Recreation Department capital projects. This includes the Aquatics Facility project and the Gateway Monument Sign project.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Consensus

BACKGROUND/SUMMARY/DISCUSSION: Parks and Recreation staff will provide the Council with a presentation and updates on the following projects: Gateway Monument Signs, Aquatics Facility, Lion's Park, Parks Master Plan priorities, and the Parks components in the recently adopted *Lockhart Looking Forward* Comprehensive Plan.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Discussion regarding recommended updates to Park Facilities Rental Rates.

ORIGINATING DEPARTMENT AND CONTACT: Parks & Recreation - Travis Hughes

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: Park Pavilion rentals are being transitioned to an online platform to provide Lockhart Citizens with a user-friendly option for reservations and payments. Pavilions have traditionally been rented by calling the Public Works Office and asking for open facility dates. The customer must then go to the Public Works Office in person to complete the reservation form and make payment and a security deposit by check or cash. After the rental, the customer must return to the office to pick up their security deposit. The new online system will allow all of this process to be completed online with a debit or credit card.

As part of this new system, pavilion rentals are going to be rented by the hour instead of by the day. This will provide for precise scheduling of facilities and charging appropriately for the amount of time the pavilions are being utilized. The new fee structure will maintain the current fee for up to a 5-hour rental block, plus approximately 5-10%, which is to offset the cost of the online platform provider. Any additional time may be purchased with an additional hourly fee. We are also considering converting swimming pool rentals to the same platform. If we proceed with converting swimming pool rentals, we are requesting a rental fee of \$75 per hour.

The new online rental platform is ready to launch. Staff will work with the Public Information Office to communicate the transition to the online rental platform on the City's social media channels in preparation for the spring and summer recreation seasons.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: Resolution 2002-26 - Park Fees (see attachment)
Resolution 2003-14 - Swimming Pool Fees (see attachment)

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: The Parks and Recreation Board approved recommended changes to facility rental fees as attached on 1/30/25.

STAFF RECOMMENDATION/REQUESTED MOTION: Provide staff feedback on proposed revisions to the parks facility rental fee structure. Staff will return to Council at a future meeting with a resolution for formal adoption of revised parks facility rental fees.

LIST OF SUPPORTING DOCUMENTS: Recommended Park Pavilion and Swimming Pool Rental Fee Updates, Park and Pavilion Rental Fees, Swimming Pool Entry and Rental Fees

Recommended Park Pavilion and Swimming Pool Rental Fee Updates

Facility	Hourly Rate	5-Hour Block Fee	Deposit	Current Fee
Main Pavilion	\$20	\$100	\$100	\$95
Central Pavilion	\$18	\$90	\$100	\$85
North Pavilion	\$18	\$90	\$100	\$85
South Pavilion	\$15	\$75	\$75	\$60
Pecos Park Pavilion	\$15	\$75	\$75	\$65
Maple Park Pavilion	\$18	\$90	\$100	N/A
Swimming Pool	\$75	\$150 (*2-hour block)	\$25	\$45 - \$150

**FEES, DEPOSITS AND RULES
GOVERNING CITY PARKS AND CITY FACILITIES**

- I. **NON-LEAGUE USE** All City parks and facilities are designed to be used by the general public for recreational uses. City parks and facilities may be reserved for no-league exclusive use under the following provisions:

- A. **Reservations/Rental** The City Park and facility must be reserved by an adult or if by an organization, a designated person must be named that can be held responsible for any damage to any City park facility and/or held accountable for any violation of any City, State or Federal law.

Reservation/Rental Fees for Non-League Use:

Facility Rental Fees	Daytime Hrs. (6 am-7pm)	Nighttime Hrs. (7 pm-6am)	Facility Deposit
City Park, excluding			
Fields and pool	\$ 500	\$ 500	\$ 1,000
Main Pavilion	\$ 85	\$ 95	\$ 100
Central Pavilion	\$ 75	\$ 85	\$ 100
North Pavilion	\$ 75	\$ 85	\$ 100
South Pavilion	\$ 50	\$ 60	\$ 75
Amphitheater	\$ 100	\$ 110	\$ 150
Basketball Courts	\$ 50	\$ 65	\$ 75
Soccer Field	\$ 50	\$ 75	\$ 75
Baseball/Softball Field	\$ 50	\$ 75	\$ 75
Pecos Park Pavilion	\$ 50	\$ 65	\$ 75
Maple Sports Field	\$ 50	n/a	\$ 75
Lions Park	Daytime use only, no reservation		
Brock Cabin Area	Daytime use only, no reservation		
Nueces Street Park	Daytime use only, no reservation		

Note: If a park facility or park is used for an organized event, a **Special Activity Permit** must be obtained. If an event is advertised and/or entry fees and/or required donations are collected, City deposit fees and rental fees are **doubled** unless the City of Lockhart is the sponsor or co-sponsor of the event.

- Reservations/rentals may not be made more than ninety (90) days nor less than seven (7) days prior to the date of the activity. All fees and deposits must be paid at the time the facility is reserved.
- Any cancellation of a reservation within twenty-one (21) days of the reservation will result in the loss of all of the reservation/rental fees. Deposits will be refunded in such cases.
- In the event of inclement weather, reservations may be rescheduled for another open date without loss of reservation/rental fees or deposits.
- Any person, group or organization that in the previous three (3) years has reserved a park facility for annual event will have the first option to reserve the same park facility for their annual event. All other reservations will be handled on a "first come, first serve"

RESOLUTION 03-14

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AMENDING RESOLUTION 02-25 ESTABLISHING THE FEES, DEPOSITS AND RULES OF USE FOR CITY PARK SWIMMING POOLS.

BE IT HEREBY RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS that:

WHEREAS, the City Council of the City of Lockhart is authorized to amend and establish fees for the City's swimming pools and;

WHEREAS, the City Council had not changed such fees since 1992 when Resolution 02-25 was passed in December, 2002, and;

WHEREAS, the City Council desires to amend rules for entry fee payments, to re-establish all applicable fees, deposits and rules as follows:

Pool Entry Fees

<u>Class of Patron</u>	<u>Fee for Each Entry</u>
Adults (17 yrs old and older)	\$ 2.00
Teens (13 yrs. old and under 17 yrs)	\$ 2.00
Children (Under 13 years of age and under)	\$ 1.00
Toddlers (Under One Year of age)	FREE
Senior Citizens (55 years and older)	\$ 1.00

Children under 13 years of age must be accompanied by an adult. All entering the pool facility area must pay appropriate fees whether they swim or not with the only exception being that one non-swimming parent or legal guardian per family may enter the pool area without payment of fees for the purpose of observing/supervising children and/or toddlers assigned to their care. This rule shall apply during general admission times and during swimming lesson times except when the entity providing the swimming lessons does not allow parents or legal guardians in the pool facility area during such lessons as a condition of enrolling in their program.

Fees: Reservations for Pool Parties

<u>Attendees</u>	<u>Party Fee</u>
1 - 25	\$ 45.00
26 - 50	\$ 75.00
51 - 75	\$ 102.50
76 - 100	\$ 150.00

*Maximum number of attendees for each pool party shall be 100.

All reservation pool parties will be for two (2) hours from 8:00 p.m. to 10:00 p.m., Tuesday through Sunday. All fees and deposits are to be paid when the reservation application is filled out and approved. No telephone reservations will be accepted.

The deposit for each party event shall be \$ 25.00. The deposit shall be refundable provided no unordinary expenses are incurred by the City.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Discussion regarding the purchase of a Weis Quick Attack fire apparatus built on a 2025 Ford-550 chassis Super Cab and manufactured by Weis Fire & Safety Equipment, LLC in Salina Kansas, utilizing the Houston Galveston Area Council (HGAC) Purchasing Cooperative Program.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The expanding threat of wildfires to Texas communities is a result of the state's ever-changing land use, climate, and population. Many Texas communities such as Lockhart are within the Wildland Urban Interface (WUI). The WUI is an area where people and their homes meet or mix with wildland vegetation.

Central Texas had an extremely busy wildfire season in 2023 due to the warm temperatures, low humidity, strong winds, and ongoing drought conditions. Lockhart Fire Rescue responded to 21 wildfire incidents in 2023, including the 228-acre Boggy Creek Fire, and the 150-acre Barth Fire. The After Action Report (AAR) from the 2023 fire season is attached for review. One of the intermediate-term action items from the review was to purchase a second wildland brush truck for responding to WUI fires. The goal is to place the Quick Attack fire apparatus into service at Fire Station No. 2 with the ladder truck.

The Weis Quick Attack fire apparatus will be equipped with a separate fire pump at the rear to allow the apparatus to be mobile while applying foam and water to the wildfire. The Quick Attack is also equipped with a 400-gallon water tank, four-wheel drive, 7.3L V-8 gasoline engine, super single-tire conversion, 3" lift kit, skid plates, 20HP Honda fire pump, stainless steel plumbing, 100' booster reel, foam system, ground sweeps, three pre-connected whip lines, portable winch, emergency lighting, and equipment storage compartments.

The cost of the Quick Attack fire apparatus is \$291,965, which includes a \$1,000 HGAC fee, a \$6,000 contingency fund for equipment and/or unexpected costs. A \$2,000 discount is available if the city chooses to pay for the cab and chassis upon arrival. The delivery time upon ordering is approximately 18 months. The Quick Attack fire apparatus will be built in Salina, Kansas. A final inspection will take place at the manufacturing plant and the vehicle will be driven to Lockhart by fire department personnel.

On December 30, 2024, the Lockhart Fire Department entered into a Memorandum of Understanding (MOU), with the City of Lockhart. The MOU allowed for the allocation of American Rescue Plan Act (ARPA) funds for the procurement of a brush truck and associated equipment, designed for fighting wildfires, particularly in rugged, off-road terrain. The project will be funded by ARPA (\$275,000) and the City's general fund (\$16,965).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

The Quick Attack fire apparatus will meet or exceed the current NFPA 1900, Standard On Wildland Fire Apparatus.

PROJECT SCHEDULE (if applicable): The expected timeline for delivery of the fire apparatus is 18 months.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the purchase of the Weis Quick Attack fire apparatus built on a 2025 Ford-550 chassis Super Cab and manufactured by Weis Fire & Safety Equipment, LLC in Salina, Kansas, utilizing the Houston Galveston Area Council (HGAC) Purchasing Cooperative Program.

LIST OF SUPPORTING DOCUMENTS: APPARATUS PROPOSAL 2-19-25, LOCKHART - SPECS - 2-19-25, Lockhart Wildland Fires 2023 AAR - Final 9-15-23, Wildfire Overview 3-4-25



Weis Fire & Safety Equipment, LLC.

111 E. Pacific * P.O. Box 3467

Salina, Kansas 67402-3467

785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax

www.weisfiresafety.com

"It's a Weis choice"

WEIS FIRE PROPOSAL

TO: Lockhart Fire Rescue, TX

DATE: 02/19/2025

GENTLEMEN:

WEIS FIRE AND SAFETY EQUIPMENT, LLC, HEREBY PROPOSES TO MANUFACTURE AND FURNISH YOU, SUBJECT TO YOUR ACCEPTANCE OF THIS PROPOSAL AND THE PROPER SIGNING AND EXECUTION OF THE ATTACHED CONTRACT AND ADDENDUM(S) BY THE PARTIES THERETO, THE APPARATUS AND APPURTENANCES HEREIN DESCRIBED AND FOR THE FOLLOWING PRICES LISTED BELOW. IN THE EVENT THE PURCHASES USES ITS OWN PURCHASE ORDER OR ITS OWN CONTRACT PAGES IN LIEU OF SIGNING THE ATTACHED CONTRACT, IT SHALL BE UNDERSTOOD BY ALL PARTIES THAT ALL TERMS AND CONDITIONS OF THE ATTACHED CONTRACT AND ADDENDUM(S) SHALL TAKE PRECEDENCE OVER ANY AND ALL OTHER DOCUMENTS.

One (1) 2025 Weis Quick Attack 400RM on a 2025 Ford-550 gasoline chassis

PRICE: \$284,965.00 APPARATUS

\$1,000.00 H-GAC FEE

\$6,000.00 CONTINGENCY (any unused amount will be credited if not used)

\$291,965.00 TOTAL PROPOSAL PRICE

NO FEDERAL, STATE, OR LOCAL TAXES ARE INCLUDED, UNLESS SUCH TAXES ARE ITEMIZED.

DELIVERY: 18 Months

F.O.B. Salina, KS.

All apparatus and appurtenances shall be manufactured in accordance with the attached specifications, with the same specifications becoming a part of the contract. Delivery shall be made within the time specified above after receipt and acceptance by WEIS FIRE AND SAFETY EQUIPMENT, LLC, of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents, any other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: Due upon completion.

If the chassis is paid for within 15 days of receipt, you may deduct \$2,000.00 from the bid price.

Note: An estimated chassis price of \$59,735.00 has been included in the proposed price. If a contract is initiated, an invoice would be presented when the 2025 chassis arrives. The price difference would be added to or subtracted from the contract price at that time via a change order.

ALL PRICES OR QUOTATIONS ARE SUBJECT TO CHANGE OR WITHDRAWAL UNLESS ACCEPTED WITH 30 DAYS FROM THE DATE HEREIN SET FORTH.

BY:

Candace McBride – Apparatus Bid Coordinator



Weis Fire & Safety Equipment, LLC
111 E. Pacific * P.O. Box 3467 * Salina, Kansas 67402-3467
785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax
www.weisfiresafety.com
"It's a Weis Choice"



WEIS FIRE QUICK ATTACK 400RM
LOCKHART FIRE RESCUE, TX
REVISED 2/19/2025
AS PER NFPA 1900

CHASSIS

2025 Ford F-550
Super Cab
168" Wheelbase
60" Cab-to-axle
4 x 4
Race Red
40/20/40 front seats
Grey Vinyl
Preferred Equipment Package
XL trim
Air Conditioner
AM/FM stereo with Clock
7.3L V-8 gas engine
10 speed Automatic Trans
4.88 Limited Slip
Power Equipment Group
Telescoping Mirrors
19,500# GVW
Cruise Control
40 gallon Aft Fuel Tank
Payload Upgrade Package
Heavy Duty Front Suspension
4.88 Limited Slip
Dual Batteries
410 amp Alternator
Trailer Brake Controller

CAB STEP BARS

There shall be custom step bars to provide ease of access to the cab. Step bars will be attached to the frame rails only. Steps that are attached to bottom of cab are NOT ACCEPTABLE.

WHEELS AND TIRES

The factory wheels and tires shall be removed and replaced with a Single Rear Tire conversion package.

The package shall consist of the following:

- Five (5) Continental MPT 81 41" tires
- Five (5) custom aluminum wheels
- All wheels to have a Black Anodized finish
- All Tires / Wheels to be match mounted and dynamically balanced
- 3" Lift kit shall be installed to fit the larger tires.
- Front and Rear 2.5" Rad Flo shocks with external reservoirs
- Bump Stops
- Realignment

The speedometer shall be recalibrated to fit the larger tires.

The spare tire shall be provided loose with the apparatus.

SKID PLATES

Custom heavy duty steel Skid plates shall be provided for the transfer case, radiator, and transmission. The skid plates shall have a black powder coat finish.

IN CAB REAR SEAT BENCH CONVERSION

There shall be an in cab rear seat bench conversion to provide additional storage for SCBA Tanks, gear bags or equipment. It shall be constructed of diamond plate and smooth aluminum, black powder coated. It shall be removable for ease of access to the electrical junction box.

There shall be two (2) SCBA holders, location to be determined.

There shall be a mounting platform in the middle of the rear seat bench conversion with power for the following customer supplied; TIC charger, two-way radio chargers, and survivor flashlights.

TANK

The tank shall have a capacity of 400 gallons manufactured UPF.

The tank shall include the following features:

Fill tower with removable screen

Sump with anti-swirl plate and drain fitting

3.0" vent and overflow pipe

1.5" refill fitting

3.0" tank suction

External Liquid level sight tube

Integrated 15 Gallon Foam cell

The outside of the tank shall be black.

There shall be an FRC Tank Vision water level sight gauge located on the rear pump panel and one (1) mini FRC water level sight gauge inside the cab on the custom aluminum console.

There shall be an FRC foam level sight gauge located on the rear pump panel and one (1) mini FRC foam level sight gauge inside the cab on the custom aluminum console.

REAR MOUNT PUMP CONTROLS

All pump controls shall be provided at the rear of the apparatus. The rear mount pump panel will have all pumping functions.

The tank to pump line shall be operated at the rear of the apparatus.

The pump panel shall be constructed of .125" smooth aluminum with a black textured powder coat finish.

The pump panel shall be provided with an LED panel light.

Each discharge shall be properly function labeled.

PUMP

The pump shall be powered by an HPX200-H20 with a 20-HP Honda 4-cycle, V-Twin gasoline engine with the following features:

4" Victaulic Inlet

2.5" NPT outlet

Electric start

Pump panel

2.5" master gauge

Oil Pressure Warning Light

Water Temperature Warning Light

12V Electric Primer

Pump Performance

40 GPM @ 150 PSI
150 GPM @ 115 PSI
250 GPM @ 30 PSI

The pump shall be located at the rear of the apparatus.

The fuel supply for the fire pump shall be directly plumbed into the chassis' fuel system.

An auxiliary fuel pump and one way fuel check valve shall be provided in the fuel supply plumbing between the chassis' fuel cell and fire pump.

PLUMBING

All plumbing shall be heavy duty **welded stainless steel plumbing**. When necessary, high pressure hose shall be used with stainless steel fittings. **The stainless steel plumbing shall have a 10 year warranty.**

A 4.0" square manifold shall be utilized. All discharges shall be plumbed from this manifold.

The entire discharge plumbing system shall be hydrostatically tested to 300psi for two minutes prior to installation. This is to ensure that the entire plumbing system will not leak and to ensure the safety of all fire department personnel.

The manifold shall have one (1) 2.5" fitting for the 2.5" plumbing from the pump.

The manifold shall have one (1) 2.5" fitting for the 2.5" rear discharge.

The manifold shall have one (1) 1.5" fitting for the plumbing supply to the front of the body whip lines.

The manifold shall have four (4) 1.0" fittings, one (1) for the booster reel, one (1) for each ground sweep actuator and one (1) for the plumbing supply to the front bumper hose tray discharge.

The discharge plumbing from the pump to the manifold will be plumbed with 2.5" pipe.

There will be a 2.5" discharge provided at the rear of the apparatus. The discharge shall include a 2.5" x 1.5" adapter, provided with a chrome cap and chain.

All discharge valves shall be heavy duty, full flow, fire service quality quarter turn ball valves.

The tank to pump line shall be plumbed with 2.5" plumbing. A wire reinforced flexible connection shall be used to provide ease of service and to reduce vibration.

The tank to pump valve shall be a manually operated 2.5" heavy duty, full flow, fire service quality quarter turn ball valve.

There shall be a 2.5" gated suction with a 2.5" plug and chain. It shall include one (1) 2.5" Akron Valve.

NOTE: Only full flow quarter turn ball valve shall be used for suction and discharge lines.

The 1.0" tank fill and recirculating line shall utilize a 1.0" Class 1 ball valve.

REAR BOOSTER REEL

A Hannay heavy duty low profile electric rewind booster reel will be provided with 100' x 1.0" of yellow Mercedes Boostlite® hose. The booster reel shall be painted graphite gray and located above the pump on a custom built platform.

A TFT 1.0" QuadraFog 5-10-24-40-60 GPM adjustable gallonage nozzle with pistol grip.

The nozzle clip for the booster reel will be mounted on the back of the passenger side upper body compartment, within reach while standing on the ground.

The booster reel shall be plumbed with high pressure hose with stainless steel fittings.

The booster reel will be provided with one (1) rewind switch located in the fire body extrusion to the left of the rear warning light.

The booster reel shall be provided with a single chrome hose roller and spool assembly.

A 40 amp circuit breaker will be provided for the booster reel.

FOAM SYSTEM

A Trident 'Foamate' Model #31.008.0 ATP-1.0 Class A around-the-pump foam system shall be installed. It shall be controlled from the rear mount panel.

The ATP system shall have the following performance ranges at 100 PSI (6.9Bar):

- a) 400 GPM (1500 LPM) at 0.25% foam percentage
- b) 200 GPM (750 LPM) at 0.50% foam percentage
- c) 100 GPM (375 LPM) at 1.0% foam percentage

WHIPLINE

There shall be two (2) 1.0" whipline discharges provided, one (1) at each front corner of the fire body with a 4' x 1.0" forestry whipline hose. Each whipline shall include a TFT

1.0" QuadraFog 5-10-24-40-60 GPM adjustable gallonage nozzle with pistol grip and Pac 1002 nozzle clip.

The 1.5" plumbing supply line to the front whiplines shall include a tee at the front of the fire body to supply to each whipline.

FRONT GROUND SWEEP NOZZLES

There shall be two (2) ground sweep nozzles provided on the apparatus, both ground sweeps are to be located at the front of the bumper, the exact locations are to be discussed at a Prebuild meeting. The nozzles shall supply approximately 10 GPM at 100 PSI. Each ground sweep nozzle shall be independently controlled by electric valves from switches located inside the cab on the custom console.

There shall be protective guards installed over the ground sweep nozzles. They shall be steel with a heavy duty black powder coat finish.

FRONT BUMPER

There shall be a custom designed heavy duty full replacement front end bumper provided on the apparatus.

The bumper shall have an integral 2.0" receiver tube.

The bumper shall have an integral siren mount with protective expanded steel cover.

The bumper shall have two (2) integral speaker mounts, one (1) each side in the bumper wing with "FD" laser cut logos over the speakers for protection.

The bumper shall have a 1.5" gated suction located in a custom built hose tray for use with a whip line. The pre-connected hose tray shall hold up to 25' x 1.5" fire hose. The custom hose tray shall have a black mesh cover with turn style buckles.

The bumper shall have provisions for mounting two (2) air horns.

There shall be two (2) heavy duty tow eyes.

The bumper shall have a black textured Powder Coat finish.

QUICK MOUNT WINCH

There shall be a Rough Country PRO 12000 portable winch provided with 2" receiver tubes and electrical quick connects located at the front and rear of the apparatus.

QUICK ATTACK BODY

The fire body shall be constructed entirely of heavy duty extruded aluminum and will have a TEN (10) year structural warranty.

The perimeter of the body shall be constructed of a heavy duty 6061T5 aluminum extrusion. The deck plate shall be stitch welded on the bottom side of the extrusion. The cross members shall be 2.0" x 4.0" 6061T6 extruded aluminum tube on 12" centers for rigidity and longevity. There shall be no less than eight (8) aluminum 2.0" x 4.0" extruded aluminum cross members.

The sills shall be 6.0" steel channel.

The body sills shall be mounted to the frame utilizing a 6-point mounting system.

There shall be .125" aluminum diamond plate covering the entire upper surface of the body.

The fire body shall be 108" long, 96" wide.

There shall be a headache rack at the front of the body that will also serve as a light bar mounting platform. The headache rack shall be constructed with 2.0" x 2.0" extruded aluminum tubing and will have diamond plate covering the bottom half on front and back side and expanded aluminum on the top half.

The light bar platform shall be constructed of 1/4" aluminum plate shall be properly gusseted. The light bar platform shall be 14" x 75".

A 108" deep x 30" wide x 5" high tool compartment at rear of the apparatus with a horizontally hinged, drop down door shall be provided. This compartment shall provide for underbody storage of department supplied shovels, brooms, rakes, etc.

There shall be a lightweight pullout tray in this compartment for ease of access to the department supplied tools. The tray shall have a heavy duty black protective coating to prevent tools from sliding. It shall have two (2) stainless steel barrel latches mounted to secure the tray in place during transport.

There shall be one (1) transverse storage compartment with lift up doors, located on top of the flatbed, behind the cab, and in front of the upper body side compartments. The compartment shall be 24" W x 30" H x 96" L with two (2) slide trays, one (1) to pull out each side on the bottom of the compartment.

There shall be a shelf in the transverse upper area for storage of a backboard. The shelf shall have nylon straps and quick release buckles to secure the backboard in place during transit.

There shall be one (1) sweep-out style compartment with two (2) lift up doors, located on the driver side of the fire body. Dimensions for the driver's side compartment shall be 83" W x 30" H x 24" D. The compartment shall include an aluminum divider. There shall be an adjustable shelf in L-3.

There shall be PAC board mounted on the back wall of L-2.

There shall be one (1) dunnage tray mounted on top of the Driver side upper body compartment. The dunnage tray shall be 83" W x 10" H x 20" D. It shall be constructed of .125 aluminum diamond plate with a textured black powder coat finish. The dunnage shall be open with no cover.

There shall be one (1) sweep-out style compartment with two (2) lift up doors, located on the passenger side of the fire body. Dimensions for the passenger's side compartment shall be 83" W x 30" H x 24" D. The compartment shall include an aluminum divider, with an adjustable shelf in the R-2 and R3 compartments.

There shall be one (1) dead lay hose box mounted on top of the Passenger side upper body compartment. The dead lay hose box shall be 83" W x 10" H x 20" D constructed of .125 aluminum diamond plate, hinged lid with a textured black powder coat finish. The rear facing end will be open and include a mesh cover with quick release buckles.

The upper doors shall have D style slam latches. The doors shall be pan lined for strength and durability. The doors shall be .125 aluminum diamond plate. The exterior of the doors shall have a black textured powder coat finish.

The body of the compartments shall be constructed of .125" aluminum diamond plate.

There shall be two (2) underbody toolboxes located one (1) on the left and one (1) on the right side of the apparatus, 16"H x 20"D x 30"W with drop down doors and cable stops. The underbody doors shall be .125 aluminum diamond plate.

There shall be one (1) pull-out, drop down style step located under each underbody box for ease of access to the upper coffin boxes.

All compartments and shelves shall be lined with Turtle Tiles.

The transverse compartment shall have two (2) full length LED strip lights overhead. All compartments shall have two (2) LED compartment lights, one (1) located at each side of the door opening. All compartment lighting shall automatically come on when the compartment door is opened.

The upper body compartments and lower under body toolbox doors shall be wired to an open door warning light and alarm that shall be in the cab. The open door warning light shall be activated anytime a compartment door is open. The open door warning light

AND alarm shall be activated anytime a compartment door is opened and the chassis' transmission is shifted out of park.

There shall be an underbody fender panel that runs from the under body compartments to the rear of the fire body on each side. The panels shall be constructed of polished .125 aluminum diamond tread plate. The wheel well openings will be cut out to conform to the wheels. The panel behind the rear wheels shall be angled to allow for clearance.

There shall be an 8' x 6.0" deep rear step integrated into the receiver hitch. It shall be covered in NFPA diamond plate and 45'd at the corners.

A receiver hitch and two (2) tow shackles shall be provided as an integral part of the bumper. The bumper shall be black powder coated.

There shall be a 7-pin trailer plug.

There shall be two (2) flexible rubber strap steps located on each side of the rear of the fire body.

All stop, turn, back up, corner, and DOT lights shall be provided. All lighting shall be LED.

A flush mounted fuel fill hole will be provided for one fuel tank. The fuel fill shall be located on the body next to the pump in a vertical manner to facilitate easy filling of the fuel tank. It shall NOT be located on the side of the body. A "GASOLINE" label shall be provided next to the fuel filler cap.

Mud flaps shall be installed behind the rear wheels. The mud flaps shall say "KEEP BACK 500 FEET".

SPARE SCBA BOTTLE STORAGE

There shall be two (2) wheel well style SCBA air bottle storage compartments located one (1) on the driver side of the rescue body in front of the rear wheel and one (1) on the passenger side of the rescue body in front of the rear wheel.

A rubber insert shall be provided for the bottle tubes.

BODY CORROSION PROTECTION

The entire aluminum equipment body and all body equipment, compartments and compartment doors shall have a textured black powder coated finish. This includes the underside of the body and the interior of the compartments.

HyperSight HS-160R Kit & BACK UP CAMERA

A HyperSight Thermal Imaging Camera (TIC) will be installed. The HyperSight system shall utilize a 7" Monitor screen. A back up camera shall be included, and it will utilize the same 7" monitor. The HyperSight thermal imaging camera shall be mounted centered on the top front bumper rail.

The 7" Monitor shall be mounted in place of the rear view mirror.

APPARATUS CHARGING SYSTEM

There shall be a Kussmaul Auto Charge 1000 with Super Auto Eject plug and digital battery status indicator provided on the apparatus. The digital battery status indicator and Auto Eject plug shall be located at the front driver's side in the fire body extrusion.

AIR HORNS

One Air Horn system package will be installed. The system shall include two (2) air horns, waterproof slimline 3-Gallon air compressor and pressure switch. There shall be a rocker switch located on the custom aluminum console to activate the air horns.

ELECTRICAL

The entire wiring system shall be entirely composed of high grade commercial quality wiring harnesses that shall be color coded, and function coded throughout. An electrical sub panel shall be located behind the passenger seat. The apparatus' wiring harnesses shall be connected to the electrical sub panel utilizing Deutsch connectors.

A wiring diagram shall be provided with the apparatus.

A 90 amp resettable circuit breaker for the fire body shall be mounted under the bed at the right rear corner.

A 150 amp resettable circuit breaker for the electric primer shall be mounted under the bed at the right rear corner.

The electrical system shall have a five (5) year warranty.

EMERGENCY LIGHTING SYSTEM

An emergency lighting system consisting of the following shall be provided.

A Whelen Liberty Light Bar, 55", LED (red/blue) with 4-take down lights and alley lights shall be mounted on the headache rack located at the front of the fire body.

Eight (8) Whelen M-4 series (red / blue split) flashing lights shall be provided with black bezels. The LED lights shall be located two (2) at the front of the apparatus, two (2) on

the front fenders, two (2) on the sides of the fire body (one (1) each side) and two (2) at the rear.

There shall be a four (4) Whelen M6 warning lights, two (2) Red located one (1) each upper rear facing side of the upper body compartments and one (1) blue, and one (1) green. Placement to be discussed at a pre-build meeting.

The emergency lights shall be independently switched with a master switch ability.

A Whelen 295SLSA6 full function 100 watt siren shall be provided.

Two (2) Whelen SA315P 100 watt speaker shall be mounted at the front bumper.

A Whelen WBUA107 back up alarm shall be provided.

There shall be a Whelen TAM83 Traffic Advisor, Amber, mounted under bar at the rear. wder coated custom aluminum console shall be provided to house the siren/switch controls, GoLight controller, mini water level indicator, mini foam level indicator, dual cup holders and one (1) customer supplied radio.

All emergency lights shall be controlled from the siren / switch module.

AUXILIARY LIGHTING

There shall be one (1) 20" Hi-Viz LED mini brow light on the front replacement bumper mounted under the top rail.

There shall be two (2) 31" Hi-Viz LED mini brow combo lights, Scene/Flood/Spotlights, one (1) each side above the side compartments.

There shall be Whelen Tracer Trio 5-Light head LED Running Board lights, one (1) each side of the chassis that shall alternate red/white/blue and shall include a flood mode.

The front bumper and upper body scene lights shall be independently controlled from switches located on the custom aluminum console inside the cab.

There will be two (2) LED work lights provided to illuminate the pump area, mounted at the rear of the fire body for nighttime operation and will be switched at the switch module in the cab.

UNDERBODY AND WORK LIGHTS

There shall be eight (8) underbody ground lights provided, located one (1) LED light under each corner of the fire body and one (1) LED light under each cab door.

These lights shall be automatically activated when the chassis' transmission is shifted into park and shall automatically de-activate when the chassis' transmission is shifted out of park.

There will be two (2) GOLight GT LED (black) provided, mounted one (1) on each side of the headache rack. The controls will be mounted in the cab.

LETTERING AND STRIPING

Up to 60 3.0" Reflective Sign Gold letters will be provided on the apparatus.

The apparatus shall be provided with a 1" x 3" x 1" White Scotchlite reflective stripe on the chassis and body as per NFPA requirements.

There shall also be a 3.0" Red Scotchlite stripe installed within the perimeter fire body extrusion.

There shall be red / yellow Chevron striping provided at the rear of the upper compartments and tail board of the fire body.

ADDITIONAL EQUIPMENT

- 20# ABC Fire Extinguisher with mount bracket, mount location to be determined.
- 2.5# Gallon Water Extinguisher with mount bracket, mount location to be determined.

OPTIONS:

SCBA FRONT PASSENGER SEAT

ADD TO BID PRICE \$3,685.00

Front passenger seat to be removed and replaced with an HO. Bostrom SCBA Smartdock with seat riser, 5" heavy duty seat adjusters, flip up easy out padded one piece, headrest removal, load and lock SCBA bracket. Pacifica gray vinyl trim w/gray black Durawear polyester waterproof fabric cushions certified to meet federal FMVSS requirements.

NOTE: DUE TO PASSENGER SEAT REMOVAL CHASSIS WILL NO LONGER HAVE AN AIR BAG EQUIPPED IN THE PASSENGER SEAT. ONLY AIR BAGS WILL BE FRONT AIR BAG AND SIDE CURTAIN AIR BAGS.

City of Lockhart



Wildland Fires AAR 2023

City of Lockhart

Wildland Fires 2023 AAR

EXECUTIVE SUMMARY

The City of Lockhart and the surrounding central Texas region has experienced an exceptionally dry and hot summer in 2023. The National Weather Service (NWS) has issued multiple Red Flag Day Warnings or Fire Danger Statements for Caldwell County. A combination of very warm temperatures, extremely low humidity, and strong winds are the criteria the NWS uses for these warnings and statements. The National Weather Service has the City of Lockhart at a drought status of D4 (Exceptional Drought). The Texas A&M Forest Service (TAMFS) is currently at wildfire preparedness level 4 with 5 being the highest level of preparedness. The Texas A&M Forest Service this year has responded to 11 wildland fires with a total of 698 acres burned in Caldwell County. Lockhart Fire Rescue has responded to 19 wildland fires since June 1, 2023 within Caldwell County.

Due to the large number of fires and acres involved mutual aid from local fire departments, Texas A&M Forest Service, law enforcement, and emergency management has been essential to managing the number of fires and the acres burned. The City of Lockhart has responded to five wildland fires of significance in the city limits or its extraterritorial jurisdiction (ETJ) in 2023.

- **Boggy Creek Fire** – SH 130 @ Boggy Creek Rd. – 228 acres. (8/11/23)
- **Barth Fire** – 1717 N. Colorado St. - 150 acres. (8/18/23)
- **Clear Fork Fire** – 2400 Clear Fork St. - 1 acre. (8/21/23)
- **Smoke Pipe Fire** – 127 Old Luling Rd. (South of Summerside) - 15 acres. (8/26/23)
- **Prickly Pear Fire** – 5395 US HWY 183 N. – 24 acres. (8/29/23)

The total acres burned for the five wildland fires is 418 acres. Fortunately, there were no major injuries to firefighters or citizens and no structures were lost. On the Barth Fire there was minor damage to a structure and a near miss with a drone and a TAMFS helicopter. The key successes and key improvement opportunities are as follows.



City of Lockhart

Wildland Fires 2023 AAR

As with any major wildfire season or other large-scale disaster it is a good time to learn from the event and improve our collective knowledge on how to respond in the future. It is also important to realize many of our resources are stretched thin to include fatigued personnel, equipment failures, lack of needed equipment, and a finite number of resources. While we have been successful with limited property damage or injuries from these wildfires it is important to realize future wildfire conditions could be worse and overwhelm our local resources. Some of the key successes and key improvement areas include;

KEY SUCCESSES

- No major injuries to firefighters or citizens.
- No structures lost.
- City of Lockhart emergency management staff forward important weather alerts and warnings to city staff for situational awareness.
- Local first responders have gained experience in a short period of time. No amount of training will match the experience gained in actual response under these conditions.
- Effective mutual aid from local fire departments in Caldwell County. The mostly volunteer fire departments within Caldwell County have responded in a major way to help each other to control these extreme wildfires. This is true selfless service to their community.
- Mutual aid from Travis County ESD #11 (TCESD#11) has played a significant role in our wildfire response. Chief Bailey has been supportive of our resource needs. As a larger paid organization, they have access to additional resources not available to a small fire department. TCESD #11 also typically responds with command staff to assist in command and control. TCESD#11 also has access to the Travis County Wildland Strike Team which responded to some of our fires. Lastly, Travis County Starflight medical helicopter has responded to Caldwell County to make water drops.
- Command and incident support from Caldwell County Emergency Management. Hector Rangel and Hank Alex have been a common resource on all of the fires in Caldwell County. The County is to be commended for allowing their support to the county fire departments in this manner. Hank Alex has been invaluable with his access to the Texas A&M Forest Service (TAMFS) resources and proving incident command on many of the county fires.

City of Lockhart

Wildland Fires 2023 AAR

KEY SUCCESSES

- The Texas A&M Forest Service (TAMFS) staged in Bastrop County has been a critical component of our ability to manage wildland fires experienced in 2023. Support included dozers, helicopters, fixed wing aircraft, command staff, and Texas Intrastate Fire Mutual Aid System (TIFMAS) strike teams. The TIFMAS resources are activated by the state from Texas fire departments. The Texas Division of Emergency Management (TDEM) and Chief Nim Kidd have built up the state's all hazard response profile significantly over the last decade. TDEM's Caldwell County Liaison Officer Mark Mayberry provided assistance as needed.
- Two-way radio communications within Caldwell County. First responders did a good job of obtaining a tactical channel during large fires to reduce traffic on the main dispatch channel.
- Use of the Incident Command System (ICS). Every fire had an incident commander and personnel were operating within the command structure. It is important not to freelance on a large incident.
- Law enforcement support with traffic control and evacuations. Most of the wildfires require traffic support due to smoke or fire impacts on roadways, providing safety for first responders operating near roads, and on several fires' evacuation support. Agencies include Lockhart Police, Caldwell County Sheriff, Caldwell County Constables, and the Texas Department of Public Safety (DPS).
- Dispatch support for the multi-agency responses. A lot of communication takes place during a large wildfire response and the requesting of resources by incident command through dispatch can be extensive. Lockhart Police dispatches for Lockhart Fire and Caldwell County Sheriff for the volunteer fire departments.

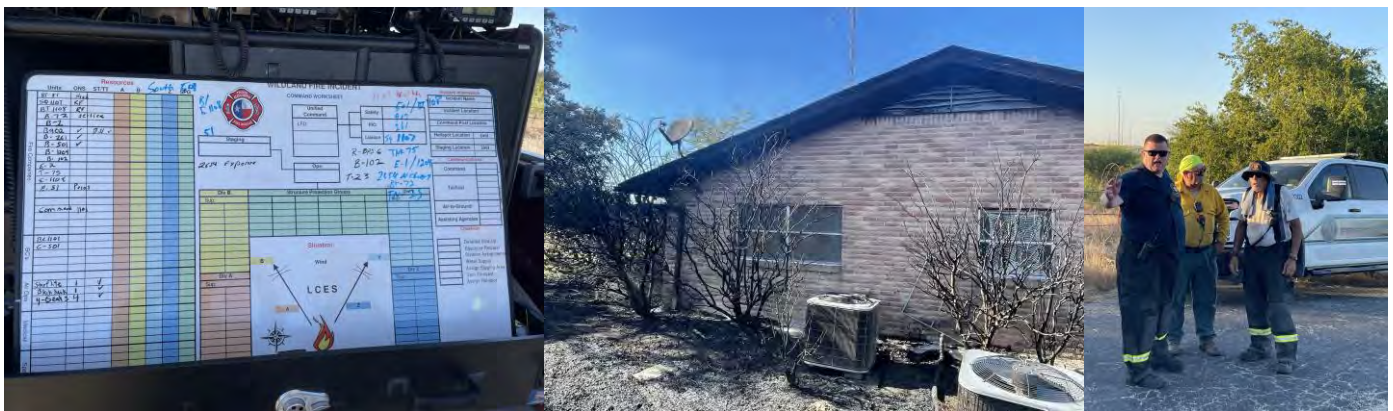


City of Lockhart

Wildland Fires 2023 AAR

KEY IMPROVEMENT AREAS – SHORT TERM

- Lockhart Fire developed a Caldwell County resource list of fire resources available from each fire department. The resource list will assist Lockhart Fire personnel in ordering local and state resources for a large wildland fire. Examples include brush trucks, engines, tenders, etc.
- Lockhart Fire ordered a small incident command board for Lockhart incident commanders (IC) to document resources on a large-scale wildfire. Incidents involving up to 10 or more resources are hard to manage without tracking resources and managing the span of control of supervisors. The command boards are small since often our Captains may be mobile or in the cab of a vehicle.
- Lockhart Fire ordered face covering for firefighters to reduce smoke inhalation and reduce heat to face from wildfire.
- Lockhart Fire reviews wildland fires at the shift level to discuss tactics and operational level improvements. Discussions include safety such as wildland personal protective equipment (ppe), fighting the wildfire from the already burned portion of the grass (the black), equipment needs and improvements, etc.
- Lockhart Fire is planning department level training on the incident command system (ICS), use of the command board, and resource ordering based on a wildland incident.
- Integrate law enforcement into the command structure on wildland incidents and if possible have a law enforcement representative at the command post. Law enforcement can become part of a unified command (Fire, Police) or create a traffic control/evacuation group with a supervisor to report to command.



City of Lockhart

Wildland Fires 2023 AAR

KEY IMPROVEMENT AREAS – SHORT TERM

- Public Works Utilities has acquired pressurized water fire extinguishers to use when performing any hot works (grinding, welding, etc.) under wildfire threat conditions. A member of Public Works Utilities will be assigned to be the lookout (fire watch) for fire and operate the fire extinguisher during hot works operations if needed.
- Lockhart Fire Brush 1 upgrades. Funds have been budgeted to upgrade the pump motor, foam system, and fire pump on the skid unit which allows the vehicle to drive and use fire hoses at the same time. Brush 1 is 11 years old and has recently experienced mechanical issues with the fire pump. Estimated cost \$60,000.
- Acquire wildland fire boots for Lockhart Fire personnel. Firefighters currently use structural firefighting boots as wildland boots. Wildland firefighting boots will reduce the fatigue of all the walking and reduce chances for ankle sprains. Lockhart Fire previously received wildland coats and pants from a TAMFS grant. Estimated cost \$5,500.
- Acquire and deploy two wildland progressive hose packs. Progressive hose packs have wildland specific fire hose to deploy on wildland fires. The hose packs deploy quickly to areas brush trucks are unable to access due to terrain, heavy brush, or from a roadway. Estimated cost \$4,000.

KEY IMPROVEMENT AREAS – INTERMEDIATE TERM

- All first responders, fire, police, and EMS should at a minimum have FEMA ICS 100, 200, and 700. The FEMA ICS classes are online and require a minimal amount of time. Commander level first responders should also take ICS 300, which is a three day in person course.
- Improve management and code enforcement of wildland/urban interface areas in the City of Lockhart. Many subdivisions have high fuel loads adjacent to fence lines.
- Purchase a second wildland brush truck for Lockhart Fire to increase response capability, redundancy, reliability, and firefighter safety. The current brush truck is 11 years old. Brush trucks today can be equipped with lift kits, ground sweeps, and nozzles operated from the cab to allow operation by one person if needed. Both brush trucks would be kept in service. Estimated cost is \$225,000.

City of Lockhart

Wildland Fires 2023 AAR

CONCLUSION

The 2023 wildfire season in central Texas has been remarkably busy and reminds us of the Bastrop Complex Fires in 2011. These type of fire seasons may only happen once a decade but based on predictions of global warming and recent record-breaking high temperatures the future is unsure. Overall Lockhart was successful in its response to the wildfires in the city and ETJ, but it is always proactive to identify what went well and where improvements can be made.

Responding Departments / Agencies

Lockhart Fire Rescue

Lockhart Police Department

Lockhart Public Works Department

Lockhart City Manager

Travis County ESD #11 Fire Rescue

Travis County Starflight Helicopter

Travis County Wildland Strike Team

Dale Volunteer Fire Department

Martindale Volunteer Fire Department

Maxwell Volunteer Fire Department

Mid-County Volunteer Fire Department

Tri-Community Volunteer Fire Department

Luling Fire Department

Caldwell County Emergency Management

Caldwell County Constable and Sheriff's Department

Texas A&M Forest Service (TAMFS)

Texas Intrastate Fire Mutual Aid System (TIFMAS) Wildland Strike Team

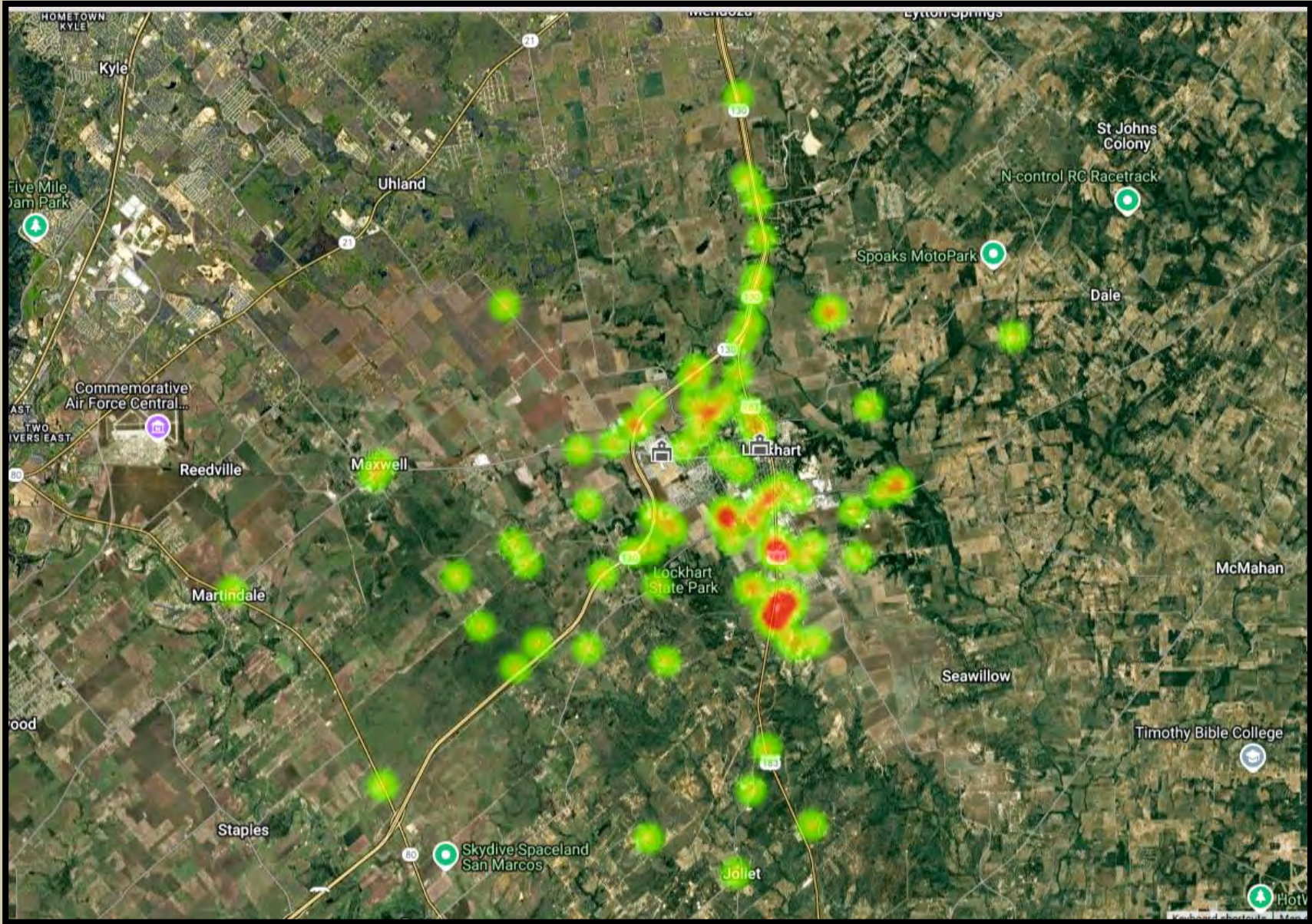
Texas Department of Public Safety (DPS)

Texas Division of Emergency Management (TDEM)

WILDLAND URBAN INTERFACE (WUI)



100 WILDFIRE INCIDENTS FROM 2020 THRU 2024



WUI FIRE CAUSES

VEHICLE FIRES, SPARKS, CHAINS, ETC.



MISUSE OF EQUIPMENT



WUI FIRE CAUSES

FARM EQUIPMENT



NATURAL, INTENTIONAL, UNKNOWN



EXPOSURES TO WUI FIRES

VEHICLES, ROADWAYS



HOMES, BARNES, ANIMALS



WUI LOCKHART

NEIGHBORHOODS



UNDEVELOPED LAND



SUMMERSIDE FIRE



SUMMERSIDE FIRE

FIRE BREAK



FIRE NEVER CROSSED PIPE



QUICK ATTACK VEHICLE



QUICK ATTACK VEHICLE



QUICK ATTACK VEHICLE



QUESTIONS?



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Presentation and discussion regarding the proposed Everly development agreement for the Masonwood Development Corporation for a Public Improvement District consisting of approximately 160 acres located west of SH130 between Borchert Loop and Maple Street/Boggy Creek Road currently in the Lockhart Extraterritorial Jurisdiction.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: The proposed development agreement would create a single-family residential development immediately west of the current city limits between Borchert Loop and Maple Street/Boggy Creek Road. The site consists of 159.24 acres, on which a planned 535 residential lots, parks, and neighborhood amenities would be created. One parcel at the center of the subject area that is not under current developer control, owned by the Burton Family, is under contract for purchase. The project's layout would generally be consistent with the SF-2 Single Family development type, which has a minimum lot size of 5,500 square feet and a minimum lot width of 50 feet. However, the applicant proposes to have three lot sizes in the development, including lots with 60 and 65-foot widths. Additionally, all lots would be 120 feet deep, greater than the minimum 105-foot depth for the SF-2 development type.

The development plan shows two entrances from Borchert Loop to serve the residences. The plan does not show any connections to Maple Street, despite City Council members stating a preference for the project connecting to both streets during the approval of the professional services agreement in July 2024. The applicant has stated that they believe a connection to Maple Street would be cost-prohibitive due to the point of connection being located within the 100-year floodplain. While that may be true, having Borchert Loop as the sole connection potentially creates traffic issues due to the fact that there is not an on-ramp to SH 130 at Borchert Loop, meaning residents would have to drive to either Maple Street or San Antonio Street/SH 142 to access SH 130. To meet the requirements of the City's subdivision ordinance, Borchert Loop will be required to be improved to City standards until it meets the nearest point of Borchert Drive that meets City standards, to the west of SH 130. The developer would extend City water and wastewater to the site to serve the development.

The applicant plans to fund the utility extensions, local utility lines, on-and off-site street improvements, and amenities through the creation of a Public Improvement District. The current financial analysis of the PID shows it falling short of the 3 to 1 assessed value to lien value ratio that is required in the City's PID policy, instead showing a level between 2.18 and 2.21. Because of the shortfall between the current assessed value and the value of the bond requested, the applicant is requesting a "Holdback" approach, wherein the applicant would not

City of Lockhart, Texas

Council Agenda Item Cover Sheet

receive the full bond funds at first issue. They would instead receive a smaller first issue of a bond, which would be the amount that can be borrowed at the 3 to 1 ratio based on the assessed value. The remainder of the bond amount would need to be "held back" until sufficient improvements have been made to create additional value, allowing the release of the remainder of the funds once values within the PID have increased to a 3:1 ratio based on the entire amount of bond proceeds. The main issues with this approach are that it involves risk to the developer that their early investment with limited bond funds may not produce the needed value for the release of the remainder of the funds and that the Holdback approach requires pre-clearance from the state Attorney General.

While the development agreement does detail some features that are of higher quality than base city standards, such as the lot sizes, and does contain stronger park and recreational amenities than a typical subdivision, it is not clear that the proposed development fully meets the criteria for approval of a PID listed on page 2 of the City's PID policy. Unlike the other project for which the City approved a PID, the project is not mixed-use and would not contribute any commercial property or sales taxes to the City's revenues. While the project does require off-site utility extensions and road improvements, there have been similarly-situated residential projects that have built such improvements without requesting the creation of a PID. Through the presentation and discussion, City Council can provide guidance to staff and the applicant regarding how the project can better meet the goals detailed in the City's PID policy. To assist Council in reviewing the draft development agreement, the City PID policy is attached.

PROJECT SCHEDULE (if applicable): Following the discussion item, City staff will work with the applicant to finalize the Development Agreement and PID creation to bring to a future development meeting. In addition to the development agreement and PID, the project will require annexation and zoning to RMD residential Medium Density District.

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Council approved the professional service agreement for the legal and engineering review of the Development Agreement and Public Improvement District creation development on July 2, 2024.

COMMITTEE/BOARD/COMMISSION ACTION: None

STAFF RECOMMENDATION/REQUESTED MOTION: Provide staff and the applicant with feedback regarding the proposed Everly Public Improvement District and Development Agreement.

LIST OF SUPPORTING DOCUMENTS: Everly Annexation and Development Agreement clean 02.26.2025, Everly_Council Presentation Deck REV2 03.04 (1), City of Lockhart - PID Policy - Revised 2.20.2024

EVERLY ANNEXATION AND DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

This **Everly Annexation and Development Agreement** (this “Agreement”) is made and entered into by and among the **CITY OF LOCKHART, TEXAS**, a Texas home rule municipality (the “City”), and **MASONWOOD DEVELOPMENT CORPORATION**, a Texas corporation and its successors and assigns (the “Developer”). The City and Developer are sometimes each individually herein referred to as a “Party” and sometimes collectively herein referenced as the “Parties” John P. Auer (“Landowner”) hereby joins in this Agreement, solely to consent as the current landowner of the Property.

RECITALS

WHEREAS, Developer and City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Developer is a Texas corporation doing business in Texas and Caldwell County; and

WHEREAS, the City is a home-rule municipality of the state of Texas located within Caldwell County (the “County”); and

WHEREAS, Developer is under contract to purchase from the Landowner the approximately 159.25 of land described on Exhibit “A” attached hereto (the “Property”), which is located within the City’s extraterritorial jurisdiction (the “ETJ”); and

WHEREAS, Developer plans to develop a master-planned residential community on the Property (the “Project”), as generally depicted on the Concept Plan attached hereto as Exhibit “B”; and

WHEREAS, Developer intends that the Project be developed as a high-quality, master-planned residential community, including parkland, open space, and other public and private amenities pursuant to the Development Standards (hereinafter defined) contained in this Agreement; and

WHEREAS, Developer and the City have held discussions regarding Developer’s intention for the long-term development of the Property, and the City’s desire to define, protect and clarify the City’s jurisdiction and regulatory authority with respect to the Project through this Agreement; and

WHEREAS, Developer plans to develop the Property as a high-quality master-planned single-family residential development consisting of residential uses, as set out in Exhibit “B”, the “Concept Plan”, upon the execution of this Agreement and subsequent issuance of PID Bonds for the payment of certain costs for the construction and/or acquisition of certain public improvements

and certain other associated costs to benefit the Project, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Project as set forth in this Agreement and as determined by future PID related agreements; and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements (hereinafter defined), the Developer has submitted a petition for a Public Improvement District ("PID") in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the City and the City will consider creation of a PID on the Property (the "District") in order to finance certain public infrastructure to support the Project in a financially feasible manner in accordance with the PID Act and any other applicable state law at no cost to the City. If a PID is created, it is intended that special assessments will be levied on the Property and PID Bonds (hereinafter defined) will be sold to finance and/or reimburse the cost of certain Authorized Improvements (hereinafter defined) more particularly described in the PID Financing Agreement (hereinafter defined) and the Service and Assessment Plan (hereinafter defined) and Administrative Expenses which may be agreed to by the Parties after the Effective Date (hereinafter defined); and

WHEREAS, all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, Developer will initially fund all costs to design and construct the Authorized Improvements within the Project. Subject to the terms of this Agreement, should the anticipated PID be created and PID Bonds sold for the purpose of financing and/or reimbursing the cost of certain Authorized Improvements (hereinafter defined), the City will exclusively use such proceeds to reimburse the Developer for the costs of the Authorized Improvements from proceeds of the PID Bonds; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall consider creation of a PID and adoption of resolutions to provide financing arrangements that will enable the Developer to be reimbursed for certain Authorized Improvements in accordance with the procedures and requirements of the PID Act through the use of proceeds of PID Bonds; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in phases and to dedicate such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, as hereinafter defined, which the City shall not unreasonably withhold; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements excluding any estimated PID Bond issuance or other costs will be \$40,000.000, and is the proposed maximum amount the Developer will seek to finance and will seek for reimbursement exclusively from such proceeds; and

WHEREAS, Developer and the City desire to have the Property annexed into the corporate limits of the City pursuant to the terms hereof and thereafter zoned in a manner that is consistent with the land use provisions contained in Article IV that will allow for a master planned single family residential community; and

WHEREAS, The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will promote state and local economic development, stimulate business and commercial activity within the municipality, further the growth of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity including promoting the elimination of unemployment or underemployment within the City and state, upgrade public infrastructure within the City at no up-front cost to the City, that the proposed development is consistent with the City's comprehensive plan and otherwise is in the best interests of the City; and

WHEREAS, the Parties intend for this Agreement to take effect on the Effective Date; and

WHEREAS, The Parties desire to establish certain standards, restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Developer concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Developer and the City, for a period of years; and to identify planned land uses and permitted intensity of development of the Property as provided in this Agreement. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement,

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I

RECITALS AND TERM

Section 1.01 Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

Section 1.02 Term. The term of this Agreement shall be for a period of thirty (30) years from the Effective Date (the "Term"). If allowed by law, the Parties may extend the term of this Agreement beyond the Term, if they execute an amendment in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate and shall be of no further force or effect, if (i) the Developer has not purchased the Property by December 31, 2025, or (ii) the PID is not created within ninety (90) days of the Effective Date.

ARTICLE II

DEFINITIONS

Section 2.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“Administrative Expenses” shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers, or other consultants and advisors, (ii) creating and organizing the PID and preparing the assessment rolls, (iii) computing, levying, collecting and transmitting the assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the assessments, (v) investing or depositing the assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the authorized improvements.

“Association” shall have the same meaning as the term is used in Section 5.08 of this Agreement.

“Authorized Improvements” means those improvements to be funded by the PID, as authorized by the PID Act.

“Bond Issuance Request” means written request made by Developer to the City to issue PID Bonds as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“City” shall have the same meaning as the term is used in the Recitals of this Agreement.

“City Code” shall mean the City of Lockhart Code of Ordinances in effect on the Effective Date.

“City Council” shall mean the City Council of the City or any successor governing body.

“City Engineer” shall mean the person or firm designated by the City Council as engineer for the City.

“City Manager” shall mean the City Manager for the City.

“Developer” shall have the same meaning as the term is used in the Recitals of this Agreement and shall include Developer’s designee and its successors and assigns.

“Concept Plan” shall have the same meaning as the term is used in the Recitals of this Agreement.

“Development Standards” shall mean the development terms and conditions upon which the Project will be constructed as set out in Exhibit “C”, attached hereto, which together with the applicable City Code provisions make up the Requirements for the Project.

“Effective Date” and similar references shall mean the date defined in Section 14.01.

“Final Plat” shall mean a map of the subdivision, addition or development to be recorded in the applicable county plat records after approval by City.

“HOA-Maintained Improvements” means the Authorized Improvements described in Exhibit “D” of this Agreement to be maintained by the Association in accordance with this Agreement.

“Homeowners Association” or **“Association”** shall mean one or more mandatory homeowners’ associations over the Property.

“LUE” shall mean living unit equivalent.

“Offsite Water Facilities” shall have the same meaning as set forth in Section 6.01 of this Agreement.

“Offsite Wastewater Facilities” shall have the same meaning as set forth in Section 6.01 of this Agreement.

“PID Act” shall mean Texas Local Government Code, Chapter 372, as amended from time to time.

“PID Administrator” means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the SAP or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

“PID Assessments” or **“Special Assessments”** means the assessments levied against land in the District, as provided for in the Service and Assessment Plan (and associated assessment ordinance) in accordance with the PID Act.

“PID Bonds” means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the land within the District.

“PID Financing Agreement” or **“PFA”** means a PID Financing Agreement to be entered into between City and Developer to provide for the assessment, levying and collection of special assessments on the Property, the construction and maintenance of the Authorized Improvements, the issuance of the PID Bonds and other matters related thereto.

“Prairie Build” shall mean construction of vertical improvements (e.g. houses) prior to City’s acceptance of roadways within the Development and utilities being stubbed to the lot line.

“Project” shall have the same meaning as set forth in the Recitals.

“Property” shall have the same meaning as set forth in the Recitals.

“Public Improvements” means public improvements as described in the City Code that Developer is required to construct for the Project, which are not eligible for reimbursement through the PID pursuant to the PID Act.

“Public Improvement District” or **“PID”** shall have the meaning set forth in the Recitals.

“SAP” means a Service and Assessment Plan to be entered into contemporaneously with the levy of all requisite special assessments on the Property in support of the PID Bonds in accordance with

the financial analysis and assumptions about the Project and further subject to the PID Bond issuance requirements set forth in Article IX.

“Requirements” shall mean the terms and conditions of this Agreement, and the rules, terms and conditions of development of the Project including the City Code, except as same is modified by Exhibit “C”, and Development Standards.

“Water Facilities” shall mean collectively the Offsite Water Facilities and the Onsite Water Facilities.

“Wastewater Facilities” shall mean collectively the Offsite Wastewater Facilities and the Onsite Wastewater Facilities.

ARTICLE III

PURPOSE, GENERAL BENEFITS, JURISDICTIONAL AUTHORITY, VESTING RIGHTS

Section 3.01 Property and Development Plan. The Property is proposed for development as a master planned single family residential development with up to 550 dwelling units, a public park of not less than 16-acres, open space and other public and private amenities, as generally depicted and/or described on the Concept Plan, Exhibit “B” attached hereto. Developer will subdivide and develop the Property in accordance with this Agreement, the subdivision and zoning regulations of the City, the plans and specifications approved by the City, and good engineering practices. No more than fifty percent (50%) of the Lots within the Development will consist of fifty-foot wide (50’) Lots. The Development must contain at least twelve percent (12%) of the sixty-five foot wide (65’) Lots.

Section 3.02 General Benefits. Developer will benefit from the certainty and assurance of the development regulations applicable to the development of the Property and by virtue of the services that will be made available to the Property pursuant to the terms of this Agreement. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City subject to the terms and conditions contained herein. Developer has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the certainty and assurance of the development and use of the Property in accordance with this Agreement; (b) the establishment of regulations applicable to the development of the Property; (c) the water and wastewater services that will be made available to the Property pursuant to the terms of this Agreement; (iv) the concurrent review of the plats and plans submitted for the Development; and (v) PID financing of certain eligible public infrastructure. The City will benefit from this Agreement by virtue of its control over the development standards for the Property, by virtue of conveyance of the public park, by virtue of the upgrades to Borchert Loop, including low water crossings thereon, and by virtue of extension of its water and wastewater systems and base of utility customers. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

Section 3.03 Acknowledgement of Consideration. The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties. The City acknowledges that Developer will, during the term of this Agreement, proceed with the development of the Property in reliance upon the terms of this Agreement.

Section 3.04 Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council.

Section 3.05 Annexation. Upon the terms and conditions contained herein, including Article VIII, Developer agrees to the voluntary annexation of the Property into the City's corporate city limits as set forth in Article VIII, so that the City will have both zoning and subdivision authority over the entire Property. Developer agrees that the City may institute annexation proceedings 90 days after the Effective Date or anytime thereafter, so long as the PID has been created.

Section 3.06 Chapter 245 Permit. The City acknowledges the importance to Developer of having certainty and predictability of development regulations while planning such an extensive project that will be developed over a several year period. Likewise, Developer recognizes the City's need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Developer shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. Developer shall be deemed vested (and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement. This Agreement shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the City Code currently in effect or as adopted by the City in the future. Permit applications shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

Section 3.07 Developer's Right to Continue Development. In consideration of Developer's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose any moratorium on the building or development of the Project. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and its ETJ due to an emergency constituting an imminent threat to

the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

Section 3.08 Additional Land. In the future, if the Developer acquires all or a portion of the additional land contiguous to the boundary of the Property as depicted on Exhibit “G” attached hereto (the “Additional Land”), the City will consider, subject to the consent and approval of the City Council, the addition of the Additional Land to the Project boundaries and terms of this Agreement; provided, however none of the Additional Land will be included within the District..

ARTICLE IV **LAND USE**

Section 4.01 Requirements. All development within the Property shall comply with (i) the Concept Plan attached hereto as Exhibit “B”, (ii) the City Code, including the subdivision and zoning regulations of the City, and (iii) as otherwise required by this Agreement, including the Exhibits).

Section 4.02 Zoning. The zoning of the Property shall be (and has been) subject to the process, notices, hearings and procedures applicable to all other properties within the City. It is hereby acknowledged that any zoning approved for the Property shall allow the Property to be developed for single family residential purposes in accordance with terms and conditions of this Agreement. The Parties agree that is intended that the Residential medium density (RMD) zoning district be applicable to the Project. The City will require the Developer to submit a formal zoning application in order to proceed with zoning the Property as contemplated by this Section.

ARTICLE V **CONCEPT PLAN, APPLICABLE DEVELOPMENT** **REGULATIONS AND RELATED MATTERS**

Section 5.01 Phased Development. Developer intends to develop the Project in phases over time. The City acknowledges and agrees that the portions of the Property not under active development may remain in use for agricultural or ranching purposes and/or wildlife management so that the Property (or such portions thereof) will remain assessed for ad valorem taxes as agricultural land. Phases may be developed concurrently. Notwithstanding the above, rough grading of the entire site is allowable regardless of which phase of the Project is then currently being developed.

Section 5.02 Concept Plan. The Concept Plan complies with the City’s goals and objectives and the City approves the land uses, densities, exceptions, utility and roadway alignment and sizes, and other matters shown on the Concept Plan. This Agreement, in accordance with the Concept Plan, allows for the construction of up to 550 Dwelling Units. Lot lines depicted in Exhibit “C” of the Concept Plan are representative of lot boundaries but shall not be determined and shall remain conceptual until such time as the property is actually subdivided. Final Plats that comply in all material aspects with the Concept Plan, this Agreement, state law and federal law are intended to be approved by the City in accordance with applicable law when submitted for review and approval.

Section 5.03 Conflict. In the event of any conflict between this Agreement and City Code, this Agreement, including any exhibit or attachment, shall control.

Section 5.04 Amendments. Developer may make amendments to the Concept Plan upon approval by the City Council. Amendments to the Concept Plan shall not be considered a waiver of Developer's vested rights as described in Section 3.06 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same "project" pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245. There are certain modifications to the Concept Plan that are minor in nature, which minor modifications shall automatically be approved and become a part of this Agreement (if those modifications don't otherwise conflict with the Development Standards in this Agreement). Such minor modifications shall be limited to the following (the "Minor Modifications"):

any modification approved in a plat approved by the City including but not limited to (i) increases to the lot size or configuration; (ii) increases to the amount of open space, buffers, and drainage not less than five percent (5%) of the gross site acreage.

Section 5.05 Parks, Trails and Open Space. Exhibit "D" attached hereto depicts the parks, trails, and open space planned for the Project. The Owner agrees to dedicate parkland totaling not less than 16 acres (the "Parkland") to the City in the general location as shown on Exhibit "D". In addition to the Parkland, the Developer has agreed that the Project will also contain certain landscaping, open space, improvements and trails, as generally shown on Exhibit "D-1" (the "Parkland Improvements"). The Parkland Improvements will be constructed in phases concurrently with the phasing plan for the Project. The Developer shall convey the Parkland and Parkland Improvements by deed to the City upon the City's approval of the final plat for the portion of the Property in which the Parkland and Parkland Improvements, respectively, are contained. It is acknowledged and agreed that the representations and locations of the parks, trails, open space, and HOA-Maintained Improvements on Exhibit "D" are for illustrative purposes only and may not reflect the exact locations thereof in the final development. The foregoing commitment to dedicate the Parkland and construct and dedicate the Parkland Improvements within the Project shall satisfy all parkland requirements of the City and no additional parkland dedication, parkland fees or "fees in lieu" shall be required by the City for the Project. If an amenity center is built within the Project, it will be private and only for the use of the residents of the Project.

Section 5.06 Permitting. The City shall cooperate with Developer to expeditiously process and review all development and PID submittals and applications related to the development of the Project.

Section 5.07 Building Permit. All buildings located in the Project shall be constructed in accordance with the City's Code of Ordinance and be reviewed, inspected and approved by the City. Once the preliminary plat is approved and the construction of improvements is approved by the City, the Developer may Prairie Build for a total of 4 model homes without final platting, but shall obtain a building permit therefore. The Developer acknowledges and agrees that the model homes that are part of the Prairie Build may not have access to public streets and utilities at the time of completion and the Developer hereby agrees to indemnify and hold the City harmless for any such claims of damages related to such conditions. Developer further acknowledges and

agrees that the purpose of having the right to Prairie Build is to construct model homes for display for sales (e.g. not to be occupied by a homeowner). Before the Prairie Built Homes are sold by the Developer, they must have access to public streets and utilities. If the Prairie Built Homes have no access to public streets and utilities on or before completion of the Project, the Prairie Built Homes must be demolished by the Developer.

Section 5.08 Homeowners Association. Prior to the sale of any platted lots within the Project, Developer shall establish an Association over the Property with an architectural control committee, which committee shall govern the architectural elements of all physical structures. The purpose of the Association will be to ensure a consistent quality and appearance of improvements and to maintain the HOA-Maintained Improvements. The Association will be professionally managed and the current property management company is Goodwin & Associates. The Association shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the HOA-Maintained Improvements. The Developer shall notify the City of any successor property management company to Goodwin & Associates.

ARTICLE VI

WASTEWATER AND WATER

Section 6.01 Water and Wastewater Utilities.

(a) Offsite Water. At the time of execution of this Agreement, and subject to the construction of the Water Facilities, the City agrees that it will have sufficient water capacity to serve the Project. The Developer agrees to design, permit, construct and fund the extension of the City's two existing north and south water lines, as more particularly depicted and/or described on Exhibit "F", attached hereto (the "Offsite Water Facilities"). The first extension will be constructed initially with the initial phase of the Project and the second extension will be constructed as needed for future phases of the Project.

(b) Offsite Wastewater. At the time of execution of this Agreement, and subject to the construction of the Wastewater Facilities, City agrees that it will have sufficient wastewater capacity to serve the Project. The Developer agrees to design, permit, construct and fund the extension of the existing wastewater facilities all as more particularly depicted and/or described on Exhibit "F", attached hereto (the "Offsite Wastewater Facilities").

(c) Internal Water Improvements. The Developer agrees to design, permit, construct and fund the water improvements within the Property, for service to the Lots (the "Internal Water Improvements").

(d) Internal Wastewater Improvements. The Developer agrees to design, permit, construct and fund the wastewater improvements within the Property, for service to the Lots (the "Internal Wastewater Improvements").

(e) Facilities. The Water Facilities and the Wastewater Facilities (collectively, the "Facilities") shall be designed and built to the City's construction standards and in conformance with (i) all rules, regulations and ordinances related to the construction and extension of utilities

in effect at the time of submittal of construction plans and (ii) the terms of this Agreement and shall be subject to review and inspection by the City prior to acceptance.

Section 6.02 Utility Commitment. Upon the City's acceptance of the Facilities, the City will provide water and wastewater utility service to all customers within each phase of the Property in an amount sufficient to adequately serve the Project for its intended use based on a calculation of 1 LUE per dwelling unit and up to an additional 5 LUE's for parkland, open space and/or amenities within the Project.

Section 6.03 Dedication and Acceptance. Upon completion of construction of the Facilities, and the City's acceptance of such Facilities, the Developer will convey those Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City obligation to provide water and wastewater service to the Project in accordance with Section 6.02 above. The City agrees that its acceptance of such Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the facilities have been constructed in accordance with plans approved by the City. Upon such conveyance and acceptance, the City agrees to operate and maintain such Facilities to provide service to the Project in accordance with this Agreement.

ARTICLE VII **TRANSPORTATION**

Section 7.01 Traffic. The Parties hereby agree that a Traffic Impact Analysis will be required for this Project. The Developer agrees to design and construct the roadways and traffic improvements described on Exhibit "E", attached hereto and incorporated herein for all purposes (the "Traffic Improvements"). The Parties agree that design and construction of any additional roadways traffic improvements not described on Exhibit E must be agreed to by both Parties in writing as an amendment to this Agreement.

Section 7.02 Roadways. The collector roadway network shown on Exhibit "E". The main thoroughfare through the Project will be designed in accordance with the City Code Standards for a Collector roadway and the internal streets will be designed in accordance with the City Code Standards for Residential streets.

Section 7.03 Dedication of Roadways. Developer shall dedicate all roadways within the Project to the City. All roadways, once inspected, accepted by the City and dedicated by the Developer, shall be maintained by the City.

Section 7.04. Borchert Loop Improvements. The County has conducted traffic impact studies on Borchert Loop and has passed a bond election that includes funding for Borchert Loop improvements and upgrades (the "Borchert Loop Improvements"). The City acknowledges and agrees that the Developer is not in control of the exact specifications of the Borchert Loop Improvements nor in control of when the County will undertake the completion of the Borchert Loop Improvements; provided, however the Parties agree to cooperate in good faith with one another and the County with respect to the design and construction of the Borchert Loop Improvements.

ARTICLE VIII

ANNEXATION AND ZONING

Section 8.01 Annexation by City. Developer and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172 of the Texas Local Government Code and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Developer's vote, consent and request for Annexation.

Section 8.02 Zoning of Annexed Land. Contemporaneously with the annexation of the Property (or portions thereof) into the City's corporate city limits, the City will zone such annexed portions of the Property consistent with the land use regulations described in Article IV, Exhibit "B" and Exhibit "C", and the terms and waivers of this Agreement.

Section 8.03 Sales Office. Developer may utilize manufactured housing or forms of temporary housing, trailers or buildings, during the construction phases of the Project, solely for a sales office. The Sales Office may be located on any site within the Property exclusively for such purpose, whether or not the land has been subdivided. The Sales Office shall not be inhabited as housing and may only be occupied from 7 a.m. until 9 p.m. The City shall not unreasonably withhold any permits relating to the construction, placement, or use of such structures within the Property.

ARTICLE IX

PUBLIC IMPROVEMENT DISTRICT

Section 9.01 Cooperation. The City and the Developer shall cooperate in good faith and in a diligent manner to cause the creation of the PID and also the completion of all the applicable documentation related to the PID.

Section 9.02 Public Improvement District. The Developer has previously submitted a petition to create the PID. The City may, in its discretion and using its best efforts, initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, to levy assessments and issue PID Bonds. The Developer will prepare, and the City will consider the approval of the PID Financing Agreement and the Service and Assessment Plan and/or reimburse the costs of providing for the levy of the assessments on the Property and Administrative Expenses. The PID proceeds will be used to fund the Authorized Improvements. If the PID is approved as authorized by law, after the City prepares a proposed assessment roll, approves the PFA, and files the Service and Assessment Plan and proposed assessment roll with the City Secretary for public inspection, the City will levy special assessments against the Property with an assessment ordinance.

Section 9.03 PID Bond Issuance. If a PID is created, the City will consider issuance of PID Bonds in more than one series solely for the purposes of acquiring or constructing Authorized Improvements. The Developer may request issuance of PID Bonds by submitting a Bond Issuance Request and providing the City with a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Developer will execute a professional services agreement that obligates the Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be

agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

- (1) the adoption of a SAP and an assessment ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;
- (2) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed amounts sufficient to fund the Authorized Improvements and stated in the PID Petition unless otherwise agreed to by the Parties;
- (3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued;
- (4) the Developer, at the request of the City, providing an appraisal and feasibility report;
- (5) a minimum Value to Lien ratio of 3 to 1 based on the anticipated final lot values as provided in a third-party appraisal (unless otherwise agreed to by the City);
- (6) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas; and
- (7) the Maximum Equivalent Tax Rate to property owners within the PID shall be no more than the equivalent of a \$0.95 per \$100 tax rate on the assessed value of their property.

Section 9.04 PFA and SAP. The Parties acknowledge that the PFA and SAP will provide additional information on the PID and all aspects of the PID financing. The PFA and/or the SAP (as applicable) will control when in conflict with the provisions of this Agreement.

Section 9.05 Obligation. If the City does not levy PID Assessments and/or issue PID Bonds within twelve (12) months of the Effective Date (provided Developer has requested the levy of PID Assessments and/or issuance of PID Bonds) or within a reasonable time (e.g. 6 months) after Developer's request therefore, then Developer and City hereby agree that the Developer shall not be obligated to dedicate the Parkland or construct the Parkland Improvements (or if the Parkland has already been conveyed, the City shall deed the Parkland back to the Developer at no cost to Developer).

Section 9.06 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued,

at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Additional Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City’s invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City’s Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately thirty (30) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the “Estimated Additional City Obligation Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased City Obligation”).

Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City’s notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(d) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 4.05, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer’s portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City on behalf of the Developer and all other developers in the applicable year.

ARTICLE X

AUTHORIZED IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Section 10.01 Authorized Improvements and Public Improvements. The Authorized Improvements and Public Improvements (and the estimated costs of such improvements), are subject to change and shall be updated consistent with the Service and Assessment Plan; provided, however, the maximum amount funded by the PID shall not exceed \$40,000.000. The Authorized Improvements and Public Improvements shall be identified and included on each approved site plan and/or final plat(s) for the Project as each final plat/site plan for each phase of the Property is approved by the City. The Developer may be required to provide an updated Exhibit “B” with each final plat application, or site plan application as applicable to the Owner Property, consistent with the PID requirements and this Agreement. Upon approval by the City Council of an updated

Exhibit “B”, this Agreement shall be deemed amended to include such approved updated Exhibit “B”.

Section 10.02 Construction, Ownership, and Transfer of Authorized Improvements and Public Improvements.

(a) **Construction Plans.** The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and public improvements and have them submitted to the City for approval in accordance with the Requirements.

(b) **Construction Standards and Inspection.** The Authorized Improvements will be installed within the public right-of-way or in easements granted without cost to the City. The Authorized Improvements and Public Improvements shall be constructed and inspected in accordance with applicable state law, City Code and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Authorized Improvements and Public Improvements.

(c) **Competitive Bidding.** It is believed that the District will be exempt from any public bidding or other purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9) which states that a project is exempt from such policies if “paving, drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements”.

(d) **Ownership.** Except for any applicable HOA-Maintained Improvements reflected in **Exhibit “D,”** all of the Authorized Improvements and Public Improvements shall be owned by the City upon acceptance of them by the City using procedures established by the City Code and this Agreement. HOA-Maintained Improvements, even if constructed with PID funds, shall be owned and maintained by the Association. Developer shall cause the Association to have an on-going maintenance and operation responsibility toward such HOA-Maintained Improvements, through recorded covenants, conditions, restrictions and/or maintenance agreements as required by the City Regulations or this Agreement. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate or ensure the dedication of easements for the Authorized Improvements, as applicable, to the City and/or the public.

(e) **Easements for Authorized Improvements and Public Improvements.** If the Authorized Improvement or Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvement or Public Improvement. If the Authorized Improvement or Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Authorized Improvement or other Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or

easements related to the Authorized Improvement or Public Improvement as required by the City Code or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Authorized Improvement or Public Improvement. The provisions for inspection and acceptance of such Authorized Improvements, or other Public Improvement, shall be in accordance with the City Code except as modified by this Agreement.

(f) **Maintenance.** Upon inspection, approval, and acceptance of the Authorized or Public Improvements, or any portion thereof, the City shall maintain and operate the accepted Authorized Improvements or Public Improvements, except as limited herein.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

Section 11.01 Authority, No Conflict. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms. Developer has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 11.02 Performance. Developer and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement, and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

Section 11.03 Organization and Good Standing. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. The Developer is a duly organized and validly existing corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

ARTICLE XII

DEFAULT AND REMEDIES FOR DEFAULT

Section 12.01 Default/Remedies.

(a) Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fifteen (15) days (for a monetary default) and sixty (60) days (for a non-monetary default) after receipt by such Party of notice of default from the other Party ("Cure Period"). Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has

commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as reasonably as possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; provided, further, that if a default is not cured within the applicable Cure Period, then the non-defaulting Party may pursue the remedies set forth in this Agreement.

(b) If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity. NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT.

(c) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action, to the extent allowed by law.

Section 12.02 Default Unique to the City. In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement -. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. Notwithstanding the foregoing, the City will not be considered to be in default based upon a city-wide moratorium applied uniformly. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by the City Code, a state or federal law, rule, regulation or administrative directive outside of City's control, or due to an emergency constituting a threat to the public health or safety, provided that any such requirement, standard, or moratorium will continue with respect to the Project only during the duration of the emergency.

Section 12.03 Reservation of Rights. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, and neither Party waives any legal right or defense available under law or in equity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees, and neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 12.04 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a

waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 12.05 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

Section 12.06 Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

ARTICLE XIII **EMINENT DOMAIN**

Section 13.01 The Parties acknowledge that the Developer may be required to acquire certain off-site property rights, easements, right of way and other interests to allow the Facilities, certain storm drainage infrastructure and/or certain Authorized Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements and such other public improvements contemplated in this Agreement. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct the applicable improvements or as a condition of City constructing the applicable improvements, as applicable, the City, in its sole discretion, may take reasonable steps to secure same through the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds or PID Assessments. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain, including, but not limited to whether, how and the extent to which it is exercised.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

Section 14.01 Effective Date. The Parties agree that the "Effective Date" of this Agreement shall be the date on which this Agreement is executed by both Parties.

Section 14.02 Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof unless otherwise provided herein.

Section 14.03 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this

Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement.

Section 14.04 Developer Assignment of Agreement.

(a) Subject to subparagraphs (b) and (c) below, the Developer may assign this Agreement with respect to all or part of the Property from time to time to any party, so long as the assignee has demonstrated to the City Council, that the assignee has the financial and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. The Developer shall provide the City Council prior written notice of any such assignment. After an assignment or a partial assignment, the Developer, upon consent by the City Council, shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement for the part so assigned, except for obligations that expressly survive hereunder.

(b) For purposes herein “Designated Successors and Assigns” shall mean an entity to which the Developer expressly assigns (in writing) all or a portion of its rights and obligations contained in this Agreement pursuant to this Section 14.04. Upon any assignment or partial assignment to its Designated Successors and Assigns, the Developer may request the City Council to approve the release of the Developer from the rights and obligations assigned to any Designated Successor and Assigns. Upon such approval by the City Council, the Developer shall no longer be liable for the assigned rights and obligations and the City shall look solely to such developer’s Designated Successors and Assigns for performance timing. Any sale of a portion of the Project or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(c) In the case of nonperformance by one owner, the City may pursue all remedies against that nonperforming owner, but will not impede development activities of any performing owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing owner’s development, which performing owner may also pursue remedies against the nonperforming owner.

(d) Unless expressly stated in the assignment documentation, no assignment of any rights and/or obligations of the Developer under this Agreement shall be deemed an assignment of (i) the Developer’s rights to receive proceeds from the sale of PID bonds on the Project or (ii) the Developer’s right to receive the reimbursements set forth in this Agreement.

Section 14.05 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 14.06 Notice. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, addressed to the Party to be notified. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a “next day delivery” service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Owner:

Masonwood Development Corporation
Attn: Jim Meredith
4301 Westbank Drive, Bldg. A, Suite 110
Austin, Texas 78746

With a copy to:

Metcalf Wolff Stuart & Williams, LLP
Attn: Talley Williams
221 W. 6th Street, Suite 1300
Austin, Texas 78701

City:

City of Lockhart
Attn: Steven Lewis, City Manager
308 W. San Antonio Street, PO Box 239
Lockhart, Texas 78644

With a copy to:

Messer Fort, LLC
Attn: Brad Bullock
4201 W. Parmer Lane, Suite C150
Austin, Texas 78727

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

Section 14.08 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

Section 14.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 14.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, riot, insurrection, , fires, explosions, floods, or hurricanes.

Section 14.11 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

Section 14.12 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 14.13 Attorney’s Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys’ fees.

Section 14.14 Applicable Law and Venue. **THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** Venue for any dispute arising from or related to this Agreement shall be in a for a court of competent jurisdiction in Caldwell County, Texas, and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 14.15 Further Assurances. Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 14.16 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies,

represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

Section 14.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

Section 14.18 Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

Section 14.19 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 14.20 Estoppel Certificates. From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Section 14.21 Verifications of Statutory Representations and Covenants. Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

Section 14.22. Not a Sanctioned Company. Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

Section 14.23. No Boycott of Israel. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

Section 14.24. No Discrimination Against Firearm Entities. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

Section 14.25. No Boycott of Energy Companies. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 14.26 Exhibits.

<u>Exhibit “A”</u>	Description of the Property
<u>Exhibit “B”</u>	Concept Plan
<u>Exhibit “C”</u>	Intentionally Deleted
<u>Exhibit “D”</u>	Parks, Trails, and Open Space
<u>Exhibit “D-1”</u>	Parkland Improvements
<u>Exhibit “E”</u>	Roadways
<u>Exhibit “F”</u>	Offsite Water and Wastewater Facilities
<u>Exhibit “G”</u>	Additional Land

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Lockhart, Texas,
a Texas home-rule municipal corporation

By: _____

Name: _____

Title: Mayor

THE STATE OF TEXAS §

COUNTY OF CALDWELL §

This instrument was acknowledged before me on this ____ day of _____, 2025,
by _____, _____ of the City of Lockhart, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

Masonwood Development Corporation,
a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____ of the Masonwood Development Corporation, a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

LANDOWNER CONSENT

The undersigned hereby consents to this Agreement solely for the purpose of being the landowner of the Property.

John P. Aver

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025,
by John P. Aver, an individual.

(SEAL)

Notary Public, State of Texas

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " A "

METES AND BOUNDS DESCRIPTION

BEING 156.89 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WILLIAM HOUSE SURVEY, ABSTRACT NO. 15 AND THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, BOTH IN CALDWELL COUNTY, TEXAS AND BEING ALL OF A CALLED 158.34 ACRE TRACT OF LAND, SAVE AND EXCEPT A CALLED 1.254 ACRE TRACT OF LAND, BOTH DESCRIBED IN A SPECIAL WARRANTY DEED TO JOHN P. AUER, RECORDED IN DOCUMENT NO. 2022-003683, OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar found in the existing Southerly right-of-way line of County Road No. 108 (Borchert Loop) (R.O.W. Varies) for the Northerly common corner of said 158.34 acre tract and the remainder of a called 40.100 acre tract of land described in a General Warranty Deed to Alexander Real Estate Inc., recorded in Volume 428, Page 434 of said O.P.R.C.C.T., from which a 1/2-inch rebar found in the existing Southerly right-of-way line of said County Road No. 108 for the Northerly common corner of the remainder of said 40.100 acre tract and of a called 10.030 acre tract described in a General Warranty Deed to Efren Beltrand and Brenda Cazares, recorded in Document No. 2020-003566 of said O.P.R.C.C.T., bears South 58°56'21" West a distance of 327.91 feet;

THENCE North 58°56'21" East with the North line of said 158.16 acre tract and the common Southerly right-of-way line of said County Road No. 108, a distance of **1151.58** feet to a 1/2-inch rebar found for the Northerly common corner of said 158.34 acre tract and of a called 3.99 acre tract of land described as Second Tract in a General Warranty Deed to Michael J. Graham and Carol Finsrud, recorded in Volume 277, Page 791 of said O.P.R.C.C.T., from which a 1/2-inch rebar with illegible cap in the existing Southerly right-of-way line of said County Road No. 108 found for the Northerly common corner of said 3.99 acre tract and of a called 6.2814 acre tract described in a General Warranty Deed to Thomas Pyle, recorded in Document No. 2023-003204 of said O.P.R.C.C.T., bears North 59°21'13" East a distance of 235.10 feet;

THENCE **South 31°08'16" East** with the East line of said 158.34 acre tract bounding an area of conflict with said 3.99 acre tract and then an area of conflict with a called 2.32 acre tract of land described as First Tract in said deed recorded in Volume 277, Page 791, at 1382.31 passing a 1/2-inch rebar found 1.01 feet right of this line for the South corner of said 2.32 acre tract and the common West corner of a called 29.72 acre tract described in General Warranty Deed to Katherine A. Rassi, Dennis D. Rassi and Diane M. Rassi, recorded in Volume 478, Page 1 of said O.P.R.C.C.T., and continuing along an area of conflict with the remainder of said 29.72 acre tract, at 1,509.28 feet crossing the West deed line of the remainder of said 29.72 acre tract as described and continuing with the East line of said 158.34 acre tract, at 2,272.90 feet passing a 1/2-inch rebar found 6.09 feet left of this line for the South corner of the remainder of a called 30 acre tract of land described in a Gift Deed to Nancy Gail Withers Allen, recorded in Volume 154, Page 158 of said O.P.R.C.C.T., and continuing with the common West line of a called 35.460 acre tract of land described as Tract 2 in a General Warranty Deed to Larry D. Taylor, recorded in Document No. 2017-001417 of said O.P.R.C.C.T., for a total distance of **3627.21** feet to a rock stone found;

THENCE **South 12°54'27" West** continuing with the East line of said 158.34 acre tract and the common West line of said 35.460 acre tract, a distance of **607.27** feet to a 1/2-inch rebar found for in the existing North right-of-way line of Boggy Creek Road (R.O.W. Varies) for the Southerly common corner of said 158.34 acre tract and of said 35.460 acre tract, from which a 1/2-inch rebar found in the existing North right-of-way line of said Boggy Creek Road for the Southerly common corner of said 35.460 acre tract and of a called 6.677 acre tract described as Tract 1 in said deed recorded in Document No. 2017-001417, bears North 58°25'49" East a distance of 788.07 feet;

THENCE **South 57°25'38" West** with the existing North right-of-way line of said Boggy Creek Road and the common South line of said 158.34 acre tract, a distance of **1,108.07** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found for the Southerly common corner of said 158.34 acre tract and of a called 140.075 acre tract of land described in a General Warranty Deed to Kenneth Schawe, recorded in Volume 421, Page 18 of said O.P.R.C.C.T.

THENCE with the common line of said 158.34 acre tract and said 140.075 acre tract, the following two (2) courses and distances:

1. **North 35°20'43" West** a distance of **1515.95** feet to a 1/2-inch rebar with cap stamped "HINKLE SURVEYORS" found; and
2. **South 58°50'39" West** a distance of **949.15** feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found for the most Westerly corner of said 158.34 acre tract and a common East corner of a called 109.4 acre tract of land described in a Special Warranty Deed to DAU Cattle Co. LLC, recorded in Document No. 134593 of said O.P.R.C.C.T.;

THENCE with the West line of said 158.34 acre tract and the common East line of said 109.4 acre tract, the following three (3) courses and distances:

1. **North 31°28'51" West** a distance of **22.14** feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found;

2. **North 58°49'05" East** a distance of **125.04** feet to a 1/2-inch rebar with cap stamped "LUCHINI & MERTZ" found; and
3. **North 31°07'38" West** a distance of **946.53** feet to a 1" pipe found for the Northeast corner of said 109.4 acre tract and the Southeast corner of a called 11.12 acre tract of land described in a Warranty Deed with Vendor's Lien to Arthur Ray Pfefferkorn and Deborah Pfefferkorn, record Volume 513, Page 646 of the Deed Records of Caldwell County, Texas (D.R.C.C.T.);

THENCE **North 30°46'24" West** with the West line of said 158.34 acre tract and the common East line of said 11.12 acre tract, a distance of **275.07** feet to a 1/2-inch rebar found for the most Westerly Northwest corner of said 158.34 acre tract and the common Southwest corner of a called 10.010 acre tract of land described as Tract I in a Warranty Deed with Vendor's Lien to Tony L. Collins and Tina A. Collins, recorded in Volume 484, Page 521 of said O.P.R.C.C.T.;

THENCE **North 59°14'01" East** with a North line of said 158.34 acre tract and partially with the South line of said 10.010 acre tract and then partially with the South line of a called 10.20 acre tract of land described as Tract II in said deed recorded in Volume 484, Page 521, and the partially with a called 10.03 acre tract of land described in a General Warranty Deed to Efren Beltran and Brenda Cazares, recorded in Document No. 2020-003566 of said O.P.R.C.C.T. and then partially with the remainder of said 40.100 acre tract a distance of **1298.05** feet to a 1/2-inch rebar found for the Southwest corner of the remainder of said 40.100 acre tract and a common re-entrant corner of said 158.34 acre tract;

THENCE **North 30°32'53" West** with the West line of said 158.34 acre tract and the East line of the remainder of said 40.100 acre tract, a distance of **1346.10** feet to the **POINT OF BEGINNING** and containing 158.16 acres of land more or less;

SAVE & EXCEPT A 1.273 ACRE TRACT OF LAND BEING ALL OF SAID 1.254 ACRE TRACT, DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

Beginning at a 1/2-inch rebar found for the Northwest corner of said 1.254 acre tract, from which said 1/2-inch rebar found for the Northerly common corner of said 158.34 acre tract and of said 3.99 acre tract, bears North 10°53'40" West a distance of 3,216.08 feet;

THENCE over and across said 158.34 acre tract, the following six (6) course and distances:

1. **North 56°34'43" East** a distance of **158.77** feet to an 8" wood fence post;
2. **South 32°19'20" East** a distance of **310.42** feet to an 8" wood fence post;
3. **South 58°17'33" West** a distance of **131.54** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
4. **South 61°50'38" West** a distance of **75.63** feet to a 1/2-inch rebar found;

5. **North 22°10'34" West** a distance of **272.65** feet to a 1/2-inch rebar found; and
6. **North 31°58'27" West** a distance of **32.08** feet to the **POINT OF BEGINNING** and containing 1.273 acres of land more or less;

	158.16 acres
Save & Except	1.273 acres
TOTAL	156.89 acres

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), South Central Zone (4204). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00009318.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on March 6, 2024.

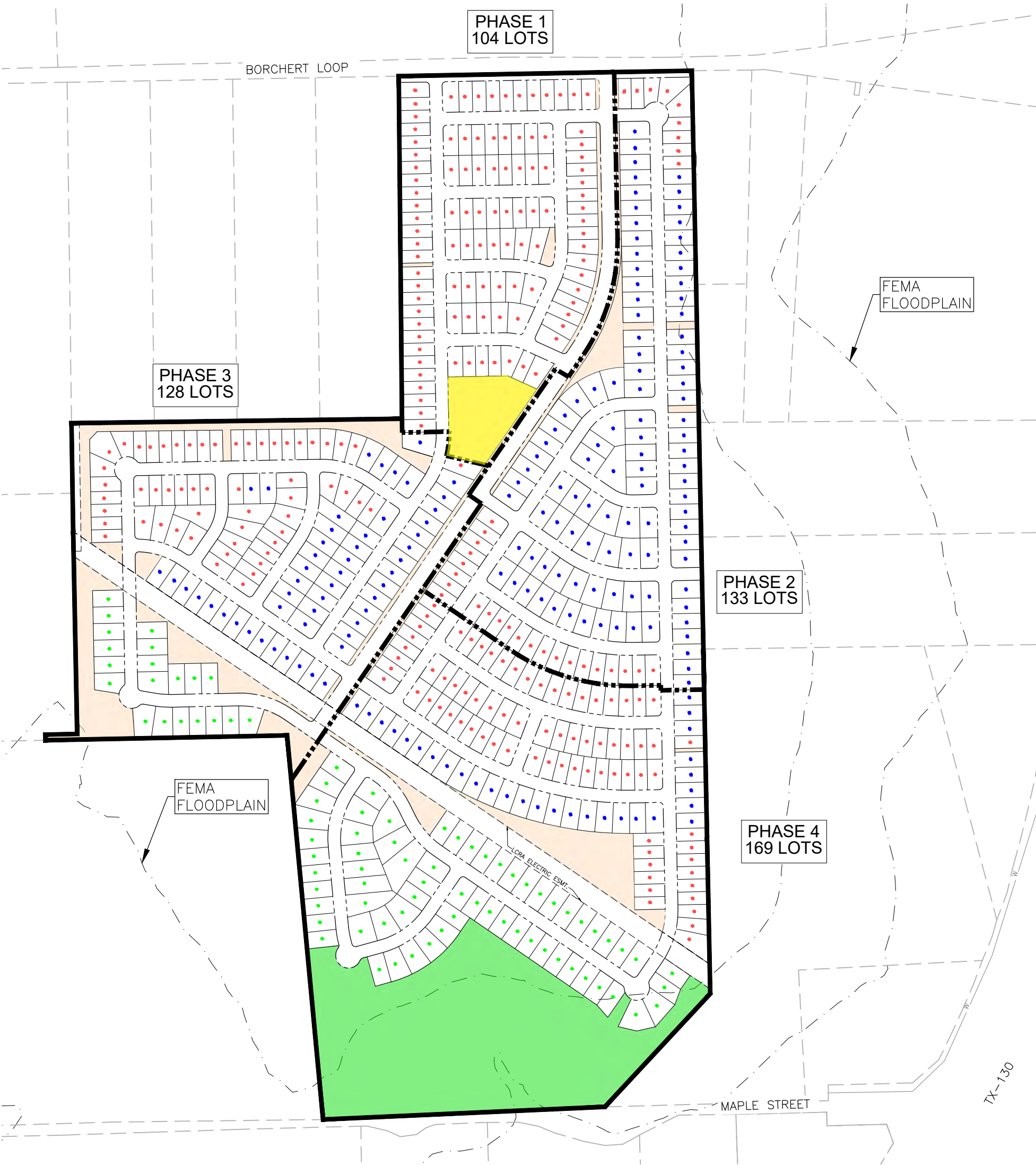

07/01/2024
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 24-008

Attachments: K:\2024\24008 - MWD Lockhart 158\CAD\DWGs\ MWD Lockhart 158 ALTA.dwg

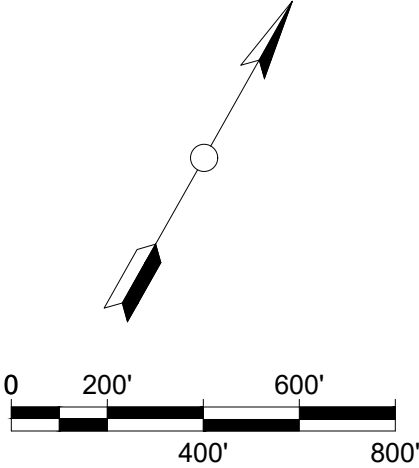
EXHIBIT “B”
CONCEPT PLAN



LEGEND

- PID BOUNDARY LINE
- PHASING LINE
- 50x120 LOTS
- 60x120 LOTS
- 65x120 LOTS
- HOA AMENITY LOT
- HOA OPEN SPACE/PARKS
- PUBLIC PARKLAND

Lot Size	Total Lots	Percent
50' x 120'	268	50%
60' x 120'	182	34%
65' x 120'	84	16%
Total	534	100%



MOODY ENGINEERING, INC.
9225 BEE CAVES ROAD
BLDG A, SUITE 200
AUSTIN, TEXAS 78733
(512) 502-8333
TBPE FIRM REG. NO. F-18320

AUGUST 2024

EXHIBIT "B"
CONCEPT MAP
EVERLY DEVELOPMENT
DEVELOPERS AGREEMENT
LOCKHART, TX 78644

PROJECT# 2024-804

EXHIBIT “C”

Intentionally Deleted

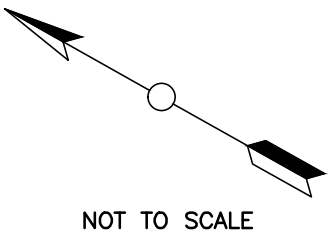
NO DEVELOPMENT WAIVERS
OR VARIANCES ARE
PROPOSED AT THIS TIME.

EXHIBIT “D”

PARKS, TRAILS, AND OPEN SPACE

EXHIBIT “D-1”

PARKLAND IMPROVEMENTS



PARKLAND DEDICATION

PROJECT AREA	=	158.33 AC	
REQUIRED PARKLAND DEDICATION	= 8% OF TOTAL =	12.67 AC	
PROPOSED PARKLAND DEDICATION	=	17.07 AC	
PARKLAND OUTSIDE OF FLOODPLAIN	=	4.59 AC	
PARKLAND IN FLOODPLAIN	=	12.48 AC	
50% OF REQ'D PARKLAND ALLOWED IN FLOODPLAIN	= 50% OF 12.67 AC=	6.33 AC	
ALLOWED/EFFECTIVE PARKLAND DEDICATION	= 5.69 AC + 6.33 AC =	10.92 AC	
PARKLAND DEDICATION TO BE BE PAID IN LIEU	= 12.67 AC - 10.92 AC=	1.74 AC	

LEGEND

1. PARKING

2. RESTROOM PAVILLION

3. NATURE TRAIL

4. MULTIPLE TRAILS CONNECTION

5. DISC GOLF COURSE
- PARKING SPACES: 21 SPACES (2ADA)

+/- RESTROOM 750 SQFT.

+/- 1.83 MILES DG TRAILS

5 HOLES (200'-300' HOLES)



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AUSTIN, TEXAS 78733
(512) 502-8333
TBPE FIRM REG. NO. F-18320

EXHIBIT D-1
PARKLAND IMPROVEMENTS
EVERLY DEVELOPMENT
DEVELOPERS AGREEMENT
LOCKHART, TX 78644

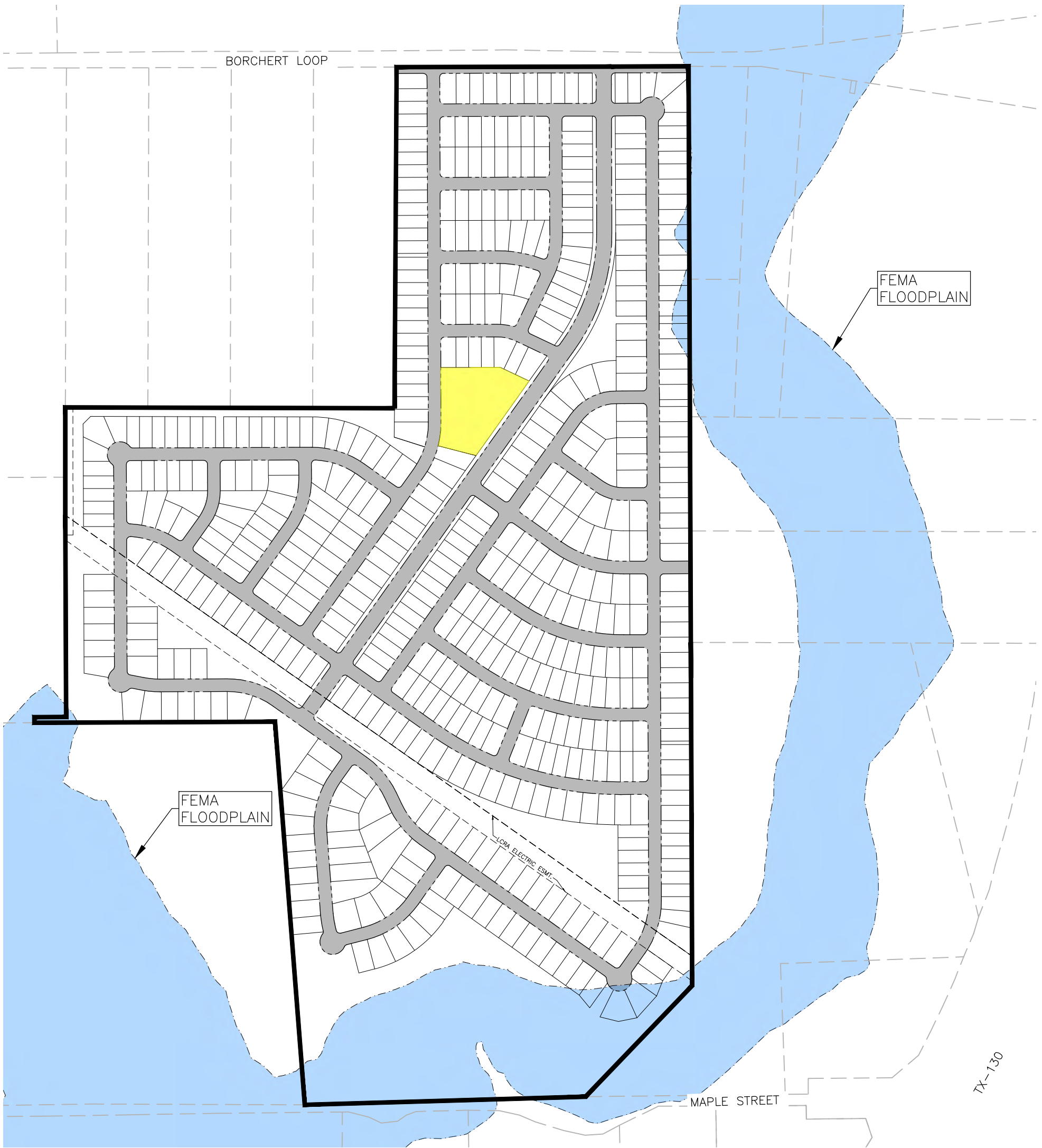
JANUARY 2025

PROJECT# 2024-804

Page 120 of 397

EXHIBIT “E”

ROADWAYS



LEGEND

-  PID BOUNDARY LINE
-  ROADWAY IMPROVEMENTS



MOODY ENGINEERING, INC.

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AUSTIN, TEXAS 78733
(512) 502-8333

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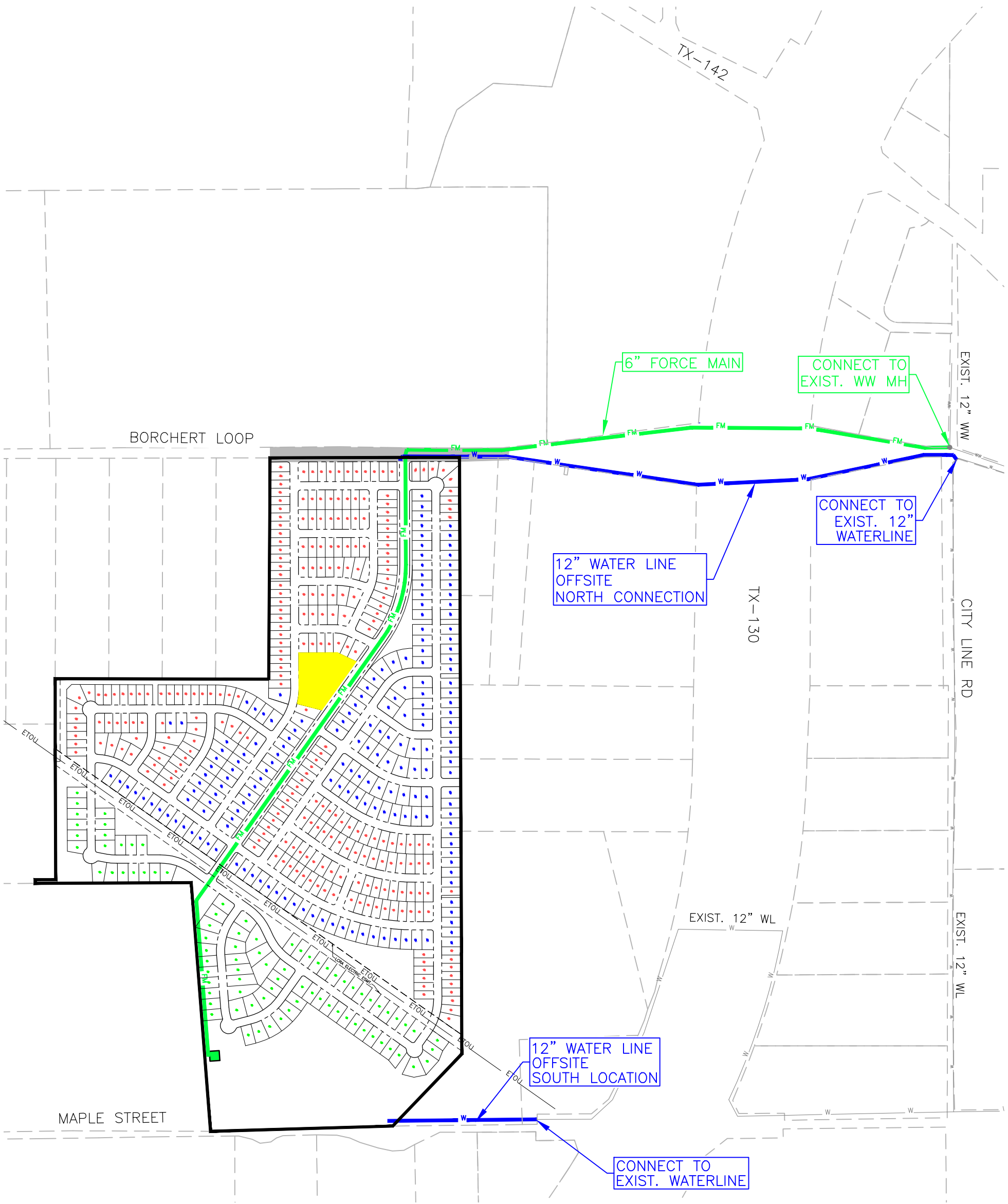
AUGUST 2024

EXHIBIT "E"
ROADWAYS
EVERLY DEVELOPMENT
DEVELOPERS AGREEMENT
LOCKHART, TX 78644

PROJECT# 2024-804

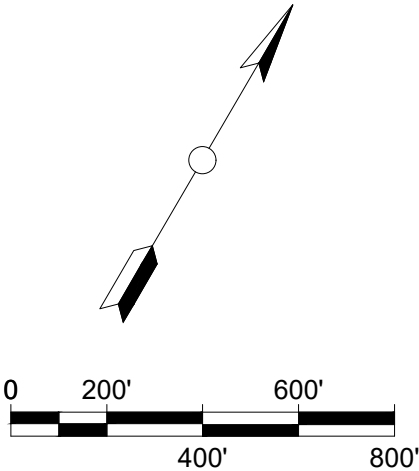
EXHIBIT “F”

OFFSITE WATER AND OFFSITE WASTEWATER FACILITIES



LEGEND

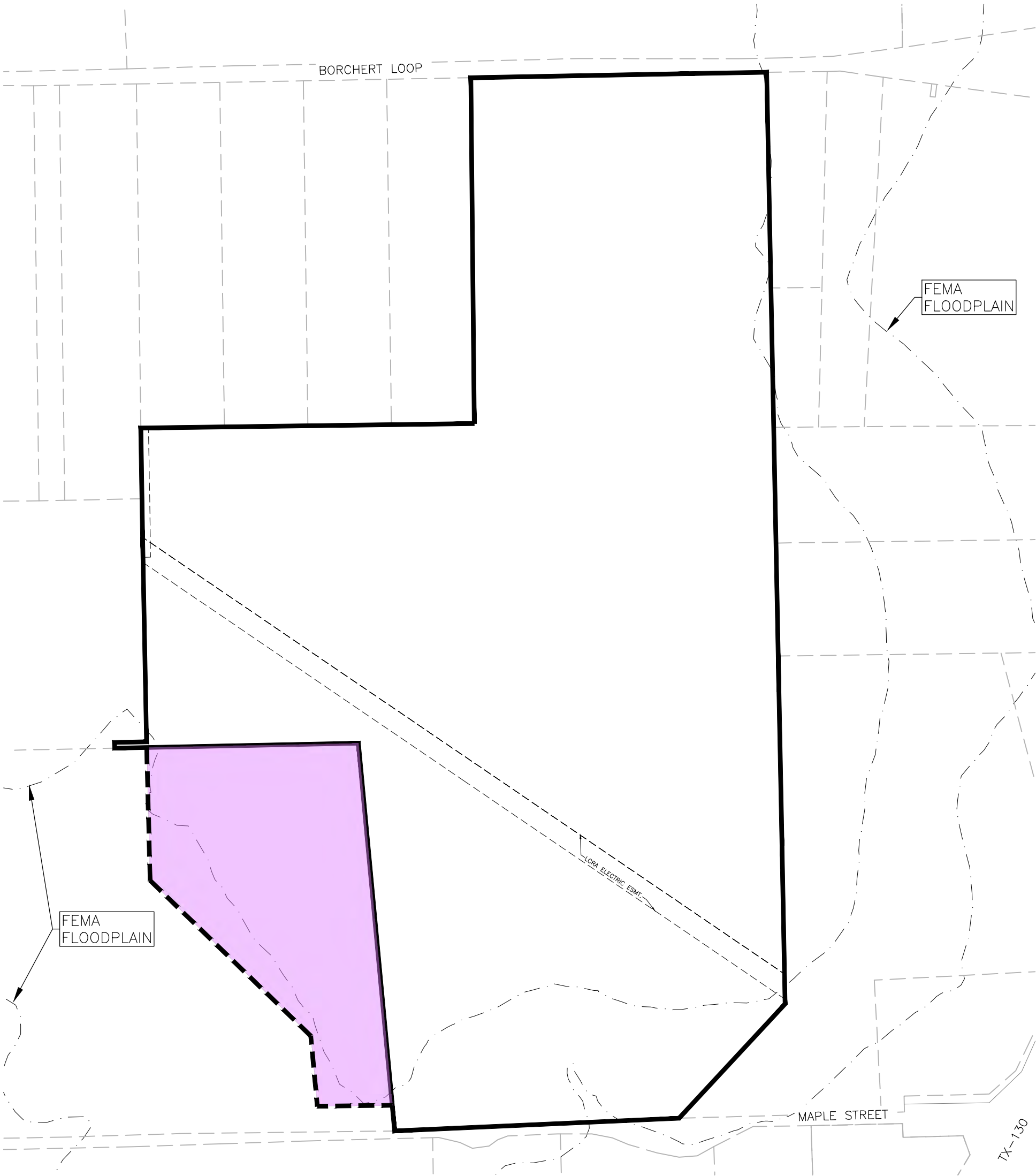
- PID BOUNDARY LINE
- WATER LINE
- FORCEMAIN
- LIFT STATION
- OFFSITE ROADWAY IMPROVEMENTS



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AUSTIN, TEXAS 78733
(512) 502-8333
TBPE FIRM REG. NO. F-18320

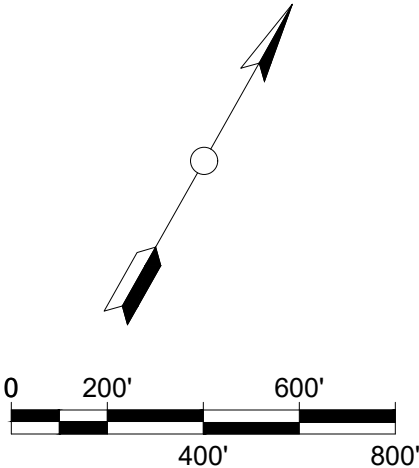
EXHIBIT "F"
OFFSITE WATER AND WASTEWATER FACILITIES
EVERLY DEVELOPMENT
DEVELOPERS AGREEMENT
LOCKHART, TX 78644
DECEMBER 2024
PROJECT# 2024-804

EXHIBIT “G”



LEGEND

- PID BOUNDARY LINE
- ADDITIONAL LAND BOUNDARY
- ADDITIONAL LAND (20.00 ACRES)



MOODY ENGINEERING, INC.

9225 BEE CAVES ROAD
BLDG A, SUITE 200
AUSTIN, TEXAS 78733
(512) 502-8333

TBPE FIRM REG. NO. F-18320

EXHIBIT "G"
ADDITIONAL LAND MAP

EVERLY DEVELOPMENT
DEVELOPERS AGREEMENT
LOCKHART, TX 78644

AUGUST 2024

PROJECT# 2024-804

**Masonwood
Everly PID
Table of Contents
February 26, 2025**

Exhibit	Title	Page No.
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C	AV and Assessment Spread	4
D	Value to Lien Analysis	5
E	Holdback Analysis	6
F	Sources and Uses	7
G	Ad Valorem Tax Revenues	8
H	Competitive Communities Tax Rates	9
I	IA #1 Bond Sizing Analysis	10
J	IA #2 Bond Sizing Analysis	11
K	Assumptions	12

Exhibit A
Masonwood
Everly PID
Summary
February 26, 2025

	IA #1	IA #2	Total
Units/SF			
SF - 50' Lots	135	135	270
SF - 60' Lots	91	90	181
SF - 65' Lots	42	42	84
Total Units	268	267	535

Values			
Total Improved Land Value	\$ 25,258,374	\$ 27,768,230	\$ 53,026,604
Value to Lien - Improved Land Value	2.18	2.25	
Value Required for 3:1 VTL	\$ 34,752,000	\$ 37,092,000	
Total Assessed Value	\$ 110,812,400	\$ 117,875,102	\$ 228,687,502

Assessments			
Assessment Levy Date	2/1/2026	2/1/2027	
Bond Issuance Date	8/1/2026	8/1/2027	
PID Term (Years)	30	30	
Interest Rate	5.75%	5.75%	

Bond Proceeds	\$ 11,584,000	\$ 12,364,000	\$ 23,948,000
Reserve Fund	\$ (819,728)	\$ (874,815)	\$ (1,694,543)
Capitalized Interest (0 months)	\$ -	\$ -	\$ -
Underwriter's Discount (3.00%)	\$ (347,520)	\$ (370,920)	\$ (718,440)
Cost of Issuance (6.00%)	\$ (695,040)	\$ (741,840)	\$ (1,436,880)
First Year Administration Cost	\$ (35,000)	\$ (35,000)	\$ (70,000)
Net Bond Proceeds	\$ 9,686,713	\$ 10,341,425	\$ 20,028,138

SF - 50' Lots Assessment	\$ 39,201	\$ 42,481	
SF - 60' Lots Assessment	\$ 46,561	\$ 49,823	
SF - 65' Lots Assessment	\$ 48,923	\$ 51,072	

Costs			
Authorized Improvements	\$ 16,009,966	\$ 15,945,616	\$ 31,955,582
Bond Issuance Costs	\$ 1,897,288	\$ 2,022,575	\$ 3,919,863
Less: Bond Proceeds	\$ (11,584,000)	\$ (12,364,000)	\$ (23,948,000)
Owner Contribution	\$ 6,323,254	\$ 5,604,191	\$ 11,927,445

Average Annual Installments			
First Annual Installment Due	1/31/2027	1/31/2028	
Total Average Annual Installment	\$ 905,522	\$ 963,252	\$ 1,868,774
SF - 50' Lots Annual Installment	\$ 3,064	\$ 3,310	
SF - 60' Lots Annual Installment	\$ 3,640	\$ 3,882	
SF - 65' Lots Annual Installment	\$ 3,824	\$ 3,979	

Equivalent Tax Rates			
PID Equivalent Tax Rate / \$100 AV	\$ 0.8172	\$ 0.8172	\$ 0.8172
Total Tax Rate with PID / \$100 AV	\$ 2.7500	\$ 2.7500	\$ 2.7500

Exhibit B
Masonwood
Everly PID
Authorized Improvements
February 26, 2025

Authorized Improvements [a]	IA #1	IA #2	Total Costs
<i>Major Improvements</i>			
Roadway - Borchert Loop	\$ 360,613	\$ 359,163	\$ 719,776
Water & Wastewater	\$ 1,206,059	\$ 1,201,211	\$ 2,407,270
Total Major Improvements	\$ 1,566,672	\$ 1,560,374	\$ 3,127,046
<i>Internal Improvements</i>			
Roadway	\$ 3,443,910	\$ 3,430,068	\$ 6,873,978
Water & Wastewater	\$ 3,599,380	\$ 3,584,912	\$ 7,184,292
Drainage	\$ 2,825,729	\$ 2,814,371	\$ 5,640,100
Total Internal Improvements	\$ 9,869,019	\$ 9,829,351	\$ 19,698,370
Soft Costs (15%)	\$ 1,715,354	\$ 1,708,459	\$ 3,423,812
Contingency (25%)	\$ 2,858,923	\$ 2,847,431	\$ 5,706,354
Total Soft Costs & Contingency	\$ 4,574,276	\$ 4,555,890	\$ 9,130,166
 Total Authorized Improvements	 \$ 16,009,966	 \$ 15,945,616	 \$ 31,955,582

Footnotes:

[a] Per Everly engineer's report prepared by Moody Engineering and dated May 10, 2024.

Exhibit C
Masonwood
Everly PID
AV and Assessment Spread
February 26, 2025

Lot Type	Units/Building SF [a]	Improved Land Value per Unit/SF [a]	Improved Land Value	Assessed Value per Unit/SF [a]	Assessed Value	Total Assessment	Average Annual Installment	Assessment Per Unit/SF	Annual Installment Per Unit/SF	PID Equivalent Tax Rate
Improvement Area #1										
SF - 50'	135	\$ 85,000	\$ 11,475,000	\$ 375,000	\$ 50,625,000	\$ 5,292,188	\$ 413,691	\$ 39,201	\$ 3,064	\$ 0.8172
SF - 60'	91	\$ 102,000	\$ 9,282,000	\$ 445,400	\$ 40,531,400	\$ 4,237,032	\$ 331,209	\$ 46,561	\$ 3,640	\$ 0.8172
SF - 65'	42	\$ 107,176	\$ 4,501,374	\$ 468,000	\$ 19,656,000	\$ 2,054,780	\$ 160,622	\$ 48,923	\$ 3,824	\$ 0.8172
IA #1 Total	268		\$ 25,258,374		\$ 110,812,400	\$ 11,584,000	\$ 905,522			\$ 0.8172
Improvement Area #2										
SF - 50'	135	\$ 95,000	\$ 12,825,000	\$ 405,000	\$ 54,675,000	\$ 5,734,898	\$ 446,793	\$ 42,481	\$ 3,310	\$ 0.8172
SF - 60'	90	\$ 114,000	\$ 10,260,000	\$ 475,000	\$ 42,750,000	\$ 4,484,077	\$ 349,345	\$ 49,823	\$ 3,882	\$ 0.8172
SF - 65'	42	\$ 111,505	\$ 4,683,230	\$ 486,907	\$ 20,450,102	\$ 2,145,025	\$ 167,114	\$ 51,072	\$ 3,979	\$ 0.8172
IA #2 Total	267		\$ 27,768,230		\$ 117,875,102	\$ 12,364,000	\$ 963,252			\$ 0.8172
Total										
SF - 50'	270	\$ 90,000	\$ 24,300,000	\$ 390,000	\$ 105,300,000	\$ 11,027,086	\$ 860,484	\$ 40,841	\$ 3,187	\$ 0.8172
SF - 60'	181	\$ 107,967	\$ 19,542,000	\$ 460,118	\$ 83,281,400	\$ 8,721,109	\$ 680,554	\$ 48,183	\$ 3,760	\$ 0.8172
SF - 65'	84	\$ 109,341	\$ 9,184,604	\$ 477,454	\$ 40,106,102	\$ 4,199,805	\$ 327,737	\$ 49,998	\$ 3,902	\$ 0.8172
Total	535		\$ 53,026,604		\$ 228,687,502	\$ 23,948,000	\$ 1,868,774			\$ 0.8172

Footnotes:

[a] Per information provided by client on 12/18/24. Assumes inflation of 2.00%.

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Exhibit D
Masonwood
Everly PID
Value to Lien Analysis
February 26, 2025

		IA #1	IA #2
Bond Summary			
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000
Total Improved Land Value	[2]	\$ 25,258,374	\$ 27,768,230
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000
Value to Lien	[3] = [2] ÷ [1]	2.18	2.25
Value to Lien - 3:1	[4]	3.00	3.00
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000
Value Required for 3:1 VTL	[5] = [4] × [1]	\$ 34,752,000	\$ 37,092,000
Additional Value Needed for 3:1 VTL	[6] = [5] - [2]	\$ 9,493,626	\$ 9,323,770
Weighted Average Home Value	[7]	\$ 413,479	\$ 441,480
Weighted Average Lot Value	[8]	\$ 94,248	\$ 104,001
Home Value Net of Lot Value	[9] = [7] - [8]	\$ 319,231	\$ 337,479
Homes Required for 3:1 VTL	[10] = [6] ÷ [9]	30	28

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Exhibit E
Masonwood
Everly PID
Holdback Analysis
February 26, 2025

		IA #1	IA #2
Holdback Summary			
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000
Total Improved Land Value	[2]	\$ 25,258,374	\$ 27,768,230
Value to Lien	[3]	3.00	3.00
Assessment Available at 3:1 VTL	[4] = [2] ÷ [3]	\$ 8,419,458	\$ 9,256,077
Gross to Net Bond Proceeds Discount	[5]	83.62%	83.64%
Net Proceeds Available at 3:1 VTL	[6] = [4] × [5]	\$ 7,040,476	\$ 7,741,914
Holdback Assessment	[7] = [1] - [4]	\$ 3,164,542	\$ 3,107,923
Holdback Net Proceeds	[6] = [4] × [5]	\$ 2,646,237	\$ 2,599,511

Note: See Exhibit D for details on homes required for holdback funds to be released.

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**Exhibit F
Masonwood
Everly PID
Sources and Uses
February 26, 2025**

	IA #1	IA #2	Total
Sources of Funds			
Total Assessment	\$ 11,584,000	\$ 12,364,000	\$ 23,948,000
Owner Contribution [a]	\$ 6,323,254	\$ 5,604,191	\$ 11,927,445
Total Sources	\$ 17,907,254	\$ 17,968,191	\$ 35,875,445
Uses of Funds			
Authorized Improvements	\$ 16,009,966	\$ 15,945,616	\$ 31,955,582
<i>Bond Issuance Costs</i>			
Reserve Fund	\$ 819,728	\$ 874,815	\$ 1,694,543
Capitalized Interest (0 months)	\$ -	\$ -	\$ -
Underwriter's Discount (3.00%)	\$ 347,520	\$ 370,920	\$ 718,440
Cost of Issuance (6.00%)	\$ 695,040	\$ 741,840	\$ 1,436,880
First Year Administration Cost	\$ 35,000	\$ 35,000	\$ 70,000
	\$ 1,897,288	\$ 2,022,575	\$ 3,919,863
Total Uses	\$ 17,907,254	\$ 17,968,191	\$ 35,875,445

Footnotes:

[a] Owner will fund all costs not covered by Assessments.

Exhibit G
Masonwood
Everly PID
Ad Valorem Tax Revenues
February 26, 2025

Tax Entity	Ad Valorem Tax Rate [a]	Estimated Annual Ad Valorem Revenues [b]
City of Lockhart	\$ 0.5093	\$ 1,164,705
Lockhart ISD	\$ 0.9546	\$ 2,183,051
Caldwell County	\$ 0.4390	\$ 1,003,938
Farm to Market RD	\$ 0.0001	\$ 229
Plum Creek Conservation District	\$ 0.0140	\$ 32,016
Plum Creek Underground Water	\$ 0.0158	\$ 36,133
Total	\$ 1.9328	\$ 4,351,923
Everly PID	\$ 0.8172	
Total Tax Stack	\$ 2.7500	

Footnotes:

[a] Tax Rates shown are for Tax Year 2024. Assumes property will be annexed into the City of Lockhart.

[b] Assumes an Estimated Buildout Value of \$228,687,502.

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**Exhibit H
Masonwood
Everly PID
Competitive Communities Tax Rates
February 26, 2025**

Competitive Tax Rate Rankings	
Marigold	2.7534
Everly	2.7500
Sunfield	2.6437
Watermill	2.5990
SW Kyle PID No. 1 - IA #2	2.5058
6 Creeks PID - IA #4	2.4511
Shadow Creek	2.2835

Everly	
City of Lockhart	0.5093
Lockhart ISD	0.9546
Caldwell County	0.4390
Farm to Market RD	0.0001
Plum Creek Conservation District	0.0140
Plum Creek Underground Water	0.0158
	<u>1.9328</u>
Everly PID	0.8172
Total	<u>2.7500</u>

Watermill	
Hays County	0.3085
Hays CISD	1.1546
Austin Community College	0.1013
City of Uhland	0.0931
Caldwell Hays County ESD #1	0.1000
Hays County ESD #9	0.0504
Plum Creek Conservation	0.0140
Plum Creek Groundwater	0.0158
Special Road	0.0415
	<u>1.8792</u>
Watermill PID	0.7198
Total	<u>2.5990</u>

Marigold	
Hays County	0.3085
Hays CISD	1.1546
Austin Community College	0.1013
City of Uhland	0.0931
Caldwell Hays County ESD #1	0.1000
Hays County ESD #9	0.0504
Plum Creek Conservation	0.0140
Special Road	0.0415
Plum Creek Groundwater	0.0158
	<u>1.8792</u>
Anderson Park PID	0.8742
Total	<u>2.7534</u>

6 Creeks PID - IA #4	
Austin Community College	0.1013
Hays County ESD #9	0.0504
Hays County ESD #5	0.1000
Hays County	0.3085
Special Road	0.0415
Hays CISD	1.1546
	<u>1.7563</u>
6 Creeks PID - IA #4	0.6948
Total	<u>2.4511</u>

Sunfield	
Northeast Hays County ESD #2	0.0678
Hays County ESD #8	0.1000
Hays County	0.3085
Special Road	0.0415
Hays CISD	1.1546
Austin Community College	0.1013
	<u>1.7737</u>
Sunfield MUD #1	0.8700
Total	<u>2.6437</u>

SW Kyle PID No. 1 - IA #2	
City of Kyle	0.4693
Hays County	0.3085
Special Road	0.0415
Austin Community College	0.1013
Hays County ESD #5	0.1000
Hays County ESD #9	0.0504
Hays CISD	1.1546
	<u>2.2256</u>
SW Kyle PID No. 1 - IA #2	0.2802
Total	<u>2.5058</u>

Shadow Creek	
Northeast Hays County ESD #2	0.0678
Hays County ESD #8	0.1000
Hays County	0.3085
Plum Creek Conservation	0.0140
Special Road	0.0415
Hays CISD	1.1546
Plum Creek Groundwater	0.0158
Austin Community College	0.1013
	<u>1.8035</u>
North Hays County MUD #1	0.4800
Total	<u>2.2835</u>

Note: Tax rates shown are for Tax Year 2024.



Exhibit I
Masonwood
Everly PID
IA #1 Bond Sizing Analysis
February 26, 2025

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Sources:

Gross Bond Amount (5.75% Interest Rate) \$ 11,584,000

Uses:

Reserve Fund (Maximum Annual Debt Service) \$ 819,728
 Capitalized Interest (0 months) \$ -
 Underwriter Discount/Underwriter's Counsel (3%) \$ 347,520
 Cost of Issuance (6.00%) \$ 695,040
 First Year Administration Cost \$ 35,000
 Net Bond Proceeds \$ 9,686,713

PID Equivalent Tax Rate \$ 0.8172
 Average Installment \$ 905,522
 Minimum Debt Service Coverage 1.00

Issuance Date: August 1 2026

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2027	\$ 153,000	5.75%	\$ 666,080	\$ 819,080	\$ 35,700	\$ 57,920	\$ 912,700	\$ -	\$ -	\$ 912,700
2028	162,000	5.75%	657,283	819,283	36,414	57,155	912,852	-	-	912,852
2029	171,000	5.75%	647,968	818,968	37,142	56,345	912,455	-	-	912,455
2030	181,000	5.75%	638,135	819,135	37,885	55,490	912,510	-	-	912,510
2031	192,000	5.75%	627,728	819,728	38,643	54,585	912,955	-	-	912,955
2032	203,000	5.75%	616,688	819,688	39,416	53,625	912,728	-	-	912,728
2033	214,000	5.75%	605,015	819,015	40,204	52,610	911,829	-	-	911,829
2034	226,000	5.75%	592,710	818,710	41,008	51,540	911,258	-	-	911,258
2035	239,000	5.75%	579,715	818,715	41,828	50,410	910,953	-	-	910,953
2036	253,000	5.75%	565,973	818,973	42,665	49,215	910,852	-	-	910,852
2037	268,000	5.75%	551,425	819,425	43,518	47,950	910,893	-	-	910,893
2038	283,000	5.75%	536,015	819,015	44,388	46,610	910,013	-	-	910,013
2039	299,000	5.75%	519,743	818,743	45,276	45,195	909,214	-	-	909,214
2040	317,000	5.75%	502,550	819,550	46,182	43,700	909,432	-	-	909,432
2041	335,000	5.75%	484,323	819,323	47,105	42,115	908,543	-	-	908,543
2042	354,000	5.75%	465,060	819,060	48,047	40,440	907,547	-	-	907,547
2043	374,000	5.75%	444,705	818,705	49,008	38,670	906,383	-	-	906,383
2044	396,000	5.75%	423,200	819,200	49,989	36,800	905,989	-	-	905,989
2045	419,000	5.75%	400,430	819,430	50,988	34,820	905,238	-	-	905,238
2046	443,000	5.75%	376,338	819,338	52,008	32,725	904,071	-	-	904,071
2047	468,000	5.75%	350,865	818,865	53,048	30,510	902,423	-	-	902,423
2048	495,000	5.75%	323,955	818,955	54,109	28,170	901,234	-	-	901,234
2049	524,000	5.75%	295,493	819,493	55,191	25,695	900,379	-	-	900,379
2050	554,000	5.75%	265,363	819,363	56,295	23,075	898,733	-	-	898,733
2051	586,000	5.75%	233,508	819,508	57,421	20,305	897,234	-	-	897,234
2052	619,000	5.75%	199,813	818,813	58,570	17,375	894,757	-	-	894,757
2053	655,000	5.75%	164,220	819,220	59,741	14,280	893,241	-	-	893,241
2054	693,000	5.75%	126,558	819,558	60,936	11,005	891,498	-	-	891,498
2055	733,000	5.75%	86,710	819,710	62,155	7,540	889,405	-	-	889,405
2056	775,000	5.75%	44,563	819,563	63,398	3,875	886,835	-	819,728	67,108
Totals	\$ 11,584,000	5.75%	\$ 12,992,125	\$ 24,576,125	\$ 1,448,280	\$ 1,129,750	\$ 27,154,155	\$ -	\$ 819,728	\$ 26,334,428

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.



Exhibit J
Masonwood
Everly PID
IA #2 Bond Sizing Analysis
February 26, 2025

DRAFT

Sources:

Gross Bond Amount (5.75% Interest Rate) \$ 12,364,000

Uses:

Reserve Fund (Maximum Annual Debt Service)	\$ 874,815
Capitalized Interest (0 months)	\$ -
Underwriter Discount/Underwriter's Counsel (3%)	\$ 370,920
Cost of Issuance (6.00%)	\$ 741,840
First Year Administration Cost	\$ 35,000
Net Bond Proceeds	\$ 10,341,425

PID Equivalent Tax Rate	\$ 0.8172
Average Installment	\$ 963,252
Minimum Debt Service Coverage	1.00

Issuance Date: August 1 2027

Annual Installment Due 1/31	Principal	Interest Rate	Annual Interest Due	Principal + Interest	Administrative Expenses [a]	Additional Interest Reserve [b]	P & I + Admin + Reserves	Capitalized Interest [c]	Reserve Fund Releases	PID Annual Installment
2028	\$ 163,000	5.75%	\$ 710,930	\$ 873,930	\$ 35,700	\$ 61,820	\$ 971,450	\$ -	\$ -	\$ 971,450
2029	173,000	5.75%	701,558	874,558	36,414	61,005	971,977	-	-	971,977
2030	183,000	5.75%	691,610	874,610	37,142	60,140	971,892	-	-	971,892
2031	193,000	5.75%	681,088	874,088	37,885	59,225	971,198	-	-	971,198
2032	204,000	5.75%	669,990	873,990	38,643	58,260	970,893	-	-	970,893
2033	216,000	5.75%	658,260	874,260	39,416	57,240	970,916	-	-	970,916
2034	228,000	5.75%	645,840	873,840	40,204	56,160	970,204	-	-	970,204
2035	242,000	5.75%	632,730	874,730	41,008	55,020	970,758	-	-	970,758
2036	256,000	5.75%	618,815	874,815	41,828	53,810	970,453	-	-	970,453
2037	270,000	5.75%	604,095	874,095	42,665	52,530	969,290	-	-	969,290
2038	286,000	5.75%	588,570	874,570	43,518	51,180	969,268	-	-	969,268
2039	302,000	5.75%	572,125	874,125	44,388	49,750	968,263	-	-	968,263
2040	320,000	5.75%	554,760	874,760	45,276	48,240	968,276	-	-	968,276
2041	338,000	5.75%	536,360	874,360	46,182	46,640	967,182	-	-	967,182
2042	357,000	5.75%	516,925	873,925	47,105	44,950	965,980	-	-	965,980
2043	378,000	5.75%	496,398	874,398	48,047	43,165	965,610	-	-	965,610
2044	400,000	5.75%	474,663	874,663	49,008	41,275	964,946	-	-	964,946
2045	423,000	5.75%	451,663	874,663	49,989	39,275	963,926	-	-	963,926
2046	447,000	5.75%	427,340	874,340	50,988	37,160	962,488	-	-	962,488
2047	473,000	5.75%	401,638	874,638	52,008	34,925	961,571	-	-	961,571
2048	500,000	5.75%	374,440	874,440	53,048	32,560	960,048	-	-	960,048
2049	529,000	5.75%	345,690	874,690	54,109	30,060	958,859	-	-	958,859
2050	559,000	5.75%	315,273	874,273	55,191	27,415	956,879	-	-	956,879
2051	591,000	5.75%	283,130	874,130	56,295	24,620	955,045	-	-	955,045
2052	625,000	5.75%	249,148	874,148	57,421	21,665	953,234	-	-	953,234
2053	661,000	5.75%	213,210	874,210	58,570	18,540	951,320	-	-	951,320
2054	699,000	5.75%	175,203	874,203	59,741	15,235	949,179	-	-	949,179
2055	739,000	5.75%	135,010	874,010	60,936	11,740	946,686	-	-	946,686
2056	782,000	5.75%	92,518	874,518	62,155	8,045	944,717	-	-	944,717
2057	827,000	5.75%	47,553	874,553	63,398	4,135	942,085	-	874,815	67,270
Totals	\$ 12,364,000	5.75%	\$ 13,866,528	\$ 26,230,528	\$ 1,448,280	\$ 1,205,785	\$ 28,884,593	\$ -	\$ 874,815	\$ 28,009,778

Footnotes:

[a] Preliminary estimate. Assumes Administrative Expenses escalate at 2.00% per year.

[b] Preliminary estimate. Assumes the interest rate used to calculate the assessments is 0.50% higher than the actual interest rate on the bonds to fund interest related to delinquencies and the prepayment of assessments. Unused funds will be applied to the final year's debt service payment and/or credited back to the landowners.

[c] Assumes 0 months capitalized interest.

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Exhibit K
Masonwood
Everly PID
Assumptions
February 26, 2025

PID Bond	Assumptions	Source
Inflation	2.00%	Client
PID Term	30	Market
IA #1 Assessment Levy Date	2/1/2026	Client
IA #1 Bond Issuance Date	8/1/2026	Client
IA #2 Assessment Levy Date	2/1/2027	Client
IA #2 Bond Issuance Date	8/1/2027	Client
Interest Rate	5.75%	Market
Capitalized Interest (Months)	-	Client
Costs of Issuance	6.00%	Market
Underwriter's Discount	3.00%	Market
Reserve Fund Earnings	0.00%	Market
Debt Service Escalator	0.00%	Market
Additional Interest Reserve	0.50%	Market
Administrative Expenses Escalator	2.00%	Market
Administrative Expenses	\$ 35,000	Market

EVERLY
COMMUNITY BENEFITS SUMMARY

CITY OF LOCKHART PID POLICY REQUIREMENT	ADDITIONAL BENEFITS RESULTING FROM PID
Generate economic development benefits to the city.	Current Estimated Economic Impact of Everly Project: - Assessed value at buildout of +/- \$228,687,503. - Annual ad valorem revenues at buildout to City of Lockhart of +/- \$1,164,705 - Annual ad valorem revenues at buildout to Lockhart ISD of +/- \$2,183,051 Everly, soon to be established in Lockhart, Texas, is poised to serve as a significant catalyst for local economic development, especially with its inclusion of a 17 acre public park. This park is not just any green space; it is designed to be a vibrant hub of activity, featuring hiking trails, and opportunities to hold a variety of special events. Each of these components offers unique opportunities for stimulating economic growth and community engagement in Lockhart. Economic Benefits of the Public Park 1. Attracting Tourism: Lockhart, known for its rich history and as the "Barbecue Capital of Texas," can leverage the park to enhance its tourist appeal. Hiking trails and regularly scheduled events, such as music festivals, craft fairs, and food competitions, can attract visitors from surrounding areas and beyond. This influx of tourists will benefit local hotels, shops, and restaurants, spreading economic benefits throughout the city. 2. Increasing Property Values: The development of Everly, coupled with its attractive public park, is likely to lead to an increase in property values in the surrounding areas. Green spaces are known to have a positive effect on nearby property prices, making the community more desirable to prospective homeowners. This

	rise in property values enhances the overall wealth of Lockhart residents and can lead to increased municipal revenues through property taxes. 3. Enhancing Quality of Life: The park will also improve the quality of life for residents by providing recreational and social opportunities, which are key factors in attracting and retaining a skilled workforce. Businesses often choose to locate in areas where they can easily recruit and maintain a happy, healthy workforce; thus, the enhanced living conditions in Lockhart can attract diverse companies, further diversifying the local economy. 4. Environmental and Health Benefits: Besides economic advantages, the hiking trails and open spaces promote environmental stewardship and encourage a healthy lifestyle among residents. These benefits contribute to lower healthcare costs and foster a more engaged, productive community, which supports broader economic health.
Provide for improvements in the public right of way (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage).	15-foot buffer area outside ROW of neighborhood collector for landscaping, trees, trails, sidewalks.
Meet community needs (e.g., enhanced drainage improvements, land and infrastructure for re-irrigation of treated wastewater, off-street public parking facilities, pedestrian connectivity, wastewater and/or water system improvements, which create new or enhanced public roads and streets and which enhance and create opportunities to redevelop older or underutilized areas of the city).	Approx. 2,000 linear feet of road widening/resurfacing/stripping improvements to the offsite/boundary road, Borchert Loop. Public regional lift station and approx. 3,000 linear feet of force main that has potential to serve adjacent properties. Approx. 3,000 linear feet of neighborhood connector for future enhanced regional connectivity.
Exceed development requirements of the city; in particular enhanced architectural standards, enhanced landscaping, lighting which preserves dark skies, and which provide for a superior design of lots or buildings.	Everly is poised to exceed the city's development requirements through a multifaceted approach focused on high-quality architecture, ample private use amenities, environmentally conscious

	landscaping and lighting, and thoughtfully designed spaces that promote both community and privacy. How Everly addresses each of these areas: 1. Enhanced Architectural Standards: Everly commits to elevated architectural standards that go beyond Lockhart’s existing code requirements. This includes the use of higher-quality materials, diverse architectural styles that reflect local character yet add modern sensibility, and attention to aesthetic details like facade treatments, color schemes, and roofing materials. This ensures that homes are not only built to last but are also visually appealing and blend harmoniously with the surrounding environment. 2. Amenities: The community design includes comprehensive amenities that cater to a range of activities and age groups: - o Playscapes: Safe, engaging, and creatively designed play areas that are accessible to children of all ages and abilities, promoting physical activity and social interaction. - o Pocket Parks with Picnic Tables: Strategically placed throughout the community, these areas provide informal spaces for residents to socialize, relax, and enjoy outdoor dining, thereby fostering a sense of community. - o Luxury Pool and Cabanas [Private
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	Amenity; Open to Everly homeowners only]: A resort-style swimming pool with cabanas offers a relaxing and luxurious escape for residents, enhancing the living experience and providing a focal point for community activities. 3. Enhanced and Native Landscaping: Everly emphasizes the use of native plant species that are adapted to the local climate, reducing water usage and maintenance requirements. The landscaping plan includes buffer zones with enhanced vegetation to preserve privacy and add greenery, creating a visually pleasing and environmentally responsible setting. 4. Lighting That Preserves Dark Skies: The lighting design in Everly is carefully planned to minimize light pollution. This includes the use of low-impact, downward-facing lights that enhance nighttime visibility without disrupting the natural night sky. Such measures not only contribute to energy efficiency but also support local wildlife habitats and the enjoyment of stargazers. 5. Superior Design of Lots and Community Green Spaces: Everly's layout maximizes the usability and aesthetic appeal of each lot while ensuring privacy and reducing noise impact between homes. Community green spaces are distributed throughout the development, offering accessible natural areas
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	that encourage outdoor activities and community bonding. These spaces are designed to be multifunctional, serving as venues for community events, leisure activities, and natural habitats. Everly aims to create a sustainable, aesthetically pleasing, and community-oriented environment that not only meets but exceeds the development standards set by the city of Lockhart. Through careful planning and a commitment to quality, Everly is designed to be a standout addition to the area, enriching the lives of its residents and enhancing the overall appeal of Lockhart as a place to live.
Provide for increased recreation and open space opportunities for public use.	Approx. 9 acres of recreation and open space.
Protect and preserve natural amenities and environmental assets such as the lakes, trees, creeks, ponds, floodplains, slopes, hills, viewscapes, and wildlife habitats.	Approx. 16 acres of preserved creek, floodplain, trees, etc. for public parkland.
Associated with property located within the city limits of the City of Lockhart.	Land located with the ETJ will be annexed to the city.

Æ Everly

By Masonwood Development



Introducing Everly: Lockhart's newest luxury living destination. A master-planned community where sophistication meets Texas charm, offering premier builders the opportunity to shape the future of upscale living in the heart of Texas.

Project Highlights

- Everly is a 158 acre project located within the city's ETJ, just west of I-30 between Brochert Loop and Maple St.
- 535 Single Family Residential Homes on 50', 60' and 65' Lots, providing a move-up community
- Total 31 acres of Parks, open spaces and amenity areas
- 17 acres of Parkland dedication with trails for public use
- 14 acres of private use open spaces and parks.
- Located in close proximity to schools, grocery and entertainment.



Proximity

- Lockhart Jr. High School | 1.5 Miles
- Lockhart High School | 3.25 Miles
- Bluebonnet Elementary | 1.5 Miles
- Caldwell County Courthouse | 2.9 Miles
- HEB | 3.25 Miles

PRIVATE USE AMENITIES



LEGEND

- 1.PARKING/DROPOFF
- 2.PLAYGROUND
- 3.AMENITY CENTER
- 4.ZERO ENTRY POOL
- 5.BOCCE BALL
- 6.SHADE/EVENT SPACE
- 7.SPLASHPAD



Everly is poised to exceed the city's development requirements through a multifaceted approach focused on high-quality architecture, ample private use amenities, environmentally conscious landscaping and lighting, and thoughtfully designed spaces that promote both community and privacy.



PUBLIC USE AMENITIES

Everly, is poised to serve as a significant catalyst for local economic development, especially with its innovative inclusion of a public park. This park is designed to be a vibrant hub of activity, featuring disc golf, Nature trails, and a variety of opportunities for special events. Each of these components offers unique opportunities for stimulating economic growth and community engagement in Lockhart.



PARKLAND DEDICATION

PROJECT AREA	=	158.33 AC	
REQUIRED PARKLAND DEDICATION	= 8% OF TOTAL =	12.67 AC	
PROPOSED PARKLAND DEDICATION	=	17.07 AC	
PARKLAND OUTSIDE OF FLOODPLAIN	=	4.59 AC	
PARKLAND IN FLOODPLAIN	=	12.48 AC	
50% OF REQ'D PARKLAND ALLOWED IN FLOODPLAIN	= 50% OF 12.67 AC=	6.33 AC	
ALLOWED/EFFECTIVE PARKLAND DEDICATION	= 5.69 AC + 6.33 AC =	10.92 AC	
PARKLAND DEDICATION TO BE BE PAID IN LIEU	= 12.67 AC - 10.92 AC=	1.74 AC	

LEGEND

1. PARKING	PARKING SPACES: 21 SPACES (2ADA)
2. RESTROOM PAVILLION	+/- RESTROOM 750 SQFT.
3. NATURE TRAIL	+/- 1.83 MILES DG TRAILS
4. MULTIPLE TRAILS CONNECTION	
5. DISC GOLF COURSE	5 HOLES (200'-300' HOLES)

Maintenance Areas



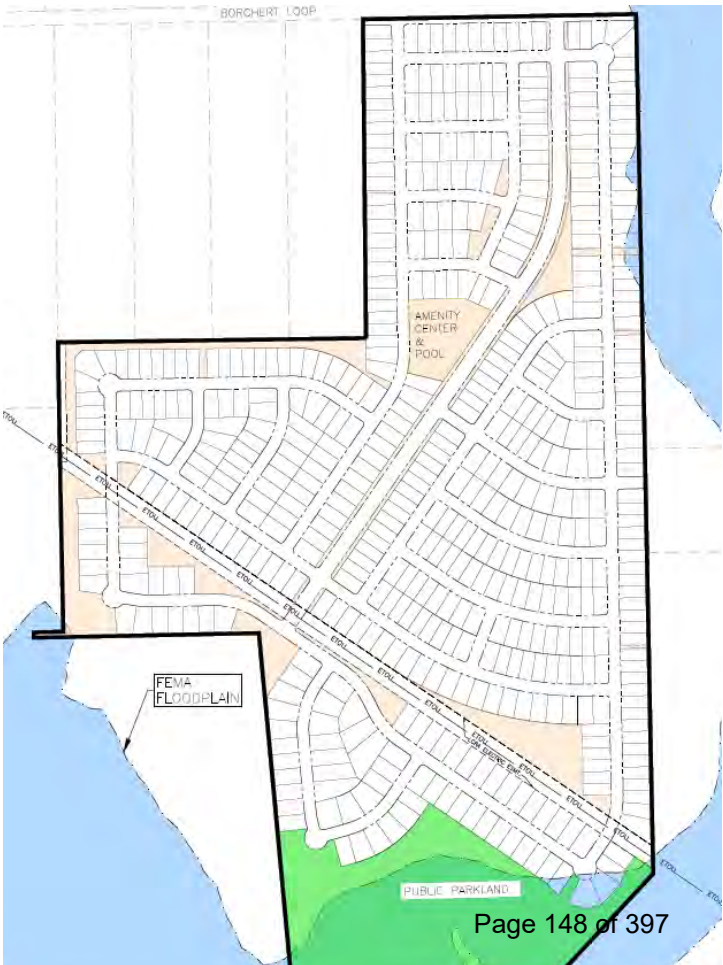
HOA MAINTAINED AREAS – 13.98 AC.

- AMENITY CENTER/POOL
- OPEN SPACES/POCKET PARKS
- DOG PARK
- ENTRY MONUMENT
- LANDSCAPING/IRRIGATION



CITY MAINTAINED AREAS— 17.07 AC.

- PUBLIC PARKLAND
- PARK RESTROOM – 750 SF
- NATURE TRAIL – 1.83 MILES
- MULTIPLE TRAIL CONNECTIONS
- DISC GOLF – 5 HOLES (200–300' HOLES)



Density Update

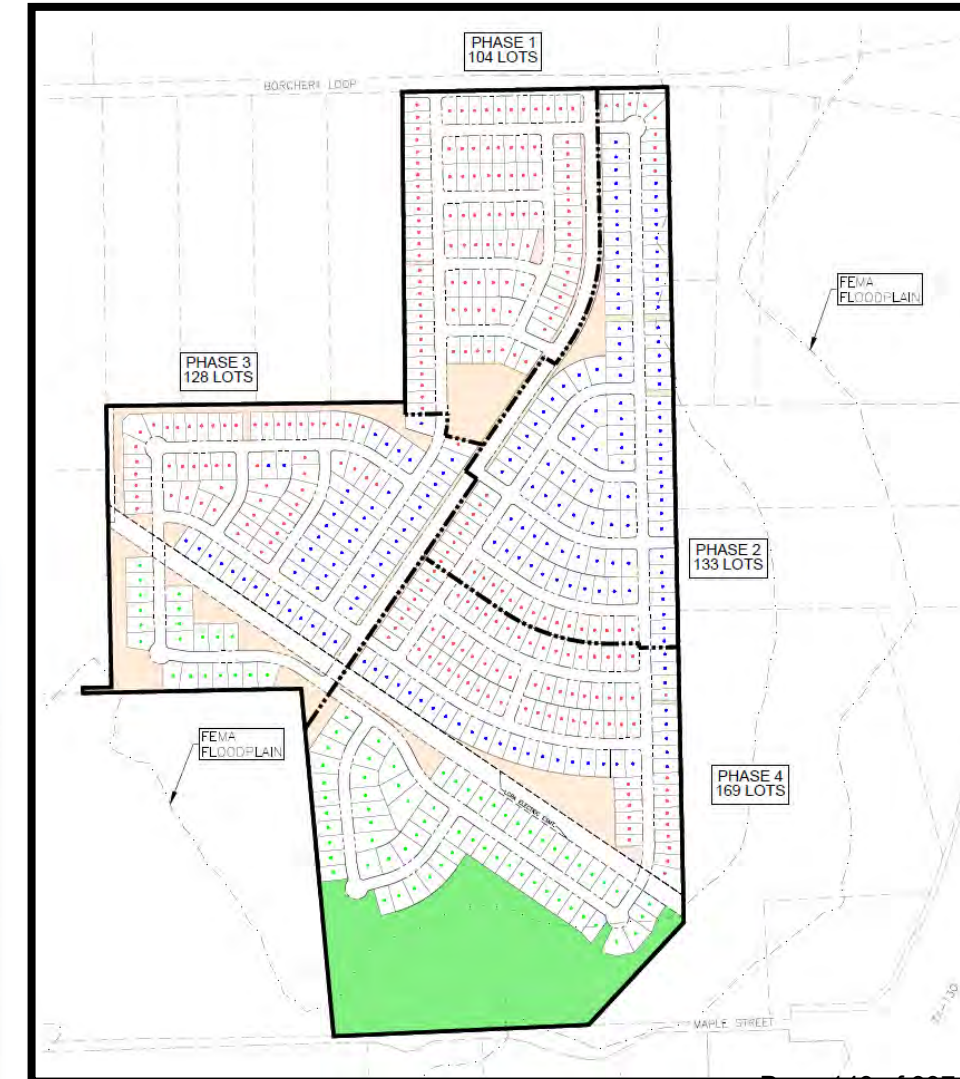
- Our goal is to provide a move up community for Lockhart
- 65' lots were added back in. 50' lots will not exceed 50% of the lot mix.
- We are open to larger lots down the road should the market adjust to support it.
- The adjustment in lot sizing primarily stems from extensive feedback received from leading move-up builders and current market trends. These builders, have been hesitant to the larger lot sizes due to driving the cost of home up for this area.
- In order to align with market demands, demographic considerations, and the median income of prospective residents, we aimed to keep home prices more accessible. Hence, the decision to implement slightly smaller lots was made.

Lot Size	Total Lots	Percent
50' x 120'	268	50%
60' x 120'	182	34%
65' x 120'	84	16%
Total	534	100%

- 50x120 LOTS
- 60x120 LOTS
- 65x120 LOTS
- HOA AMENITY LOT
- HOA OPEN SPACE/PARKS
- PUBLIC PARKLAND



- HOA MAINTAINED AREAS – 13.98 AC.
 - AMENITY CENTER/POOL
 - OPEN SPACES/POCKET PARKS
 - DOG PARK
 - ENTRY MONUMENT
 - LANDSCAPING/IRRIGATION
- CITY MAINTAINED AREAS— 17.07 AC.
 - PUBLIC PARKLAND
 - PARK RESTROOM – 750 SF
 - NATURE TRAIL – 1.83 MILES
 - MULTIPLE TRAIL CONNECTIONS
 - DISC GOLF – 5 HOLES (200–300' HOLES)



Land Acquisition

1.25 acres parcel, owned by Michael & Patricia Burton is currently under contract with MWD as the Purchaser. A002 Berry, Francis, Caldwell County. Appraisal District ID 13459



BORCHERT LOOP IMPROVEMENTS

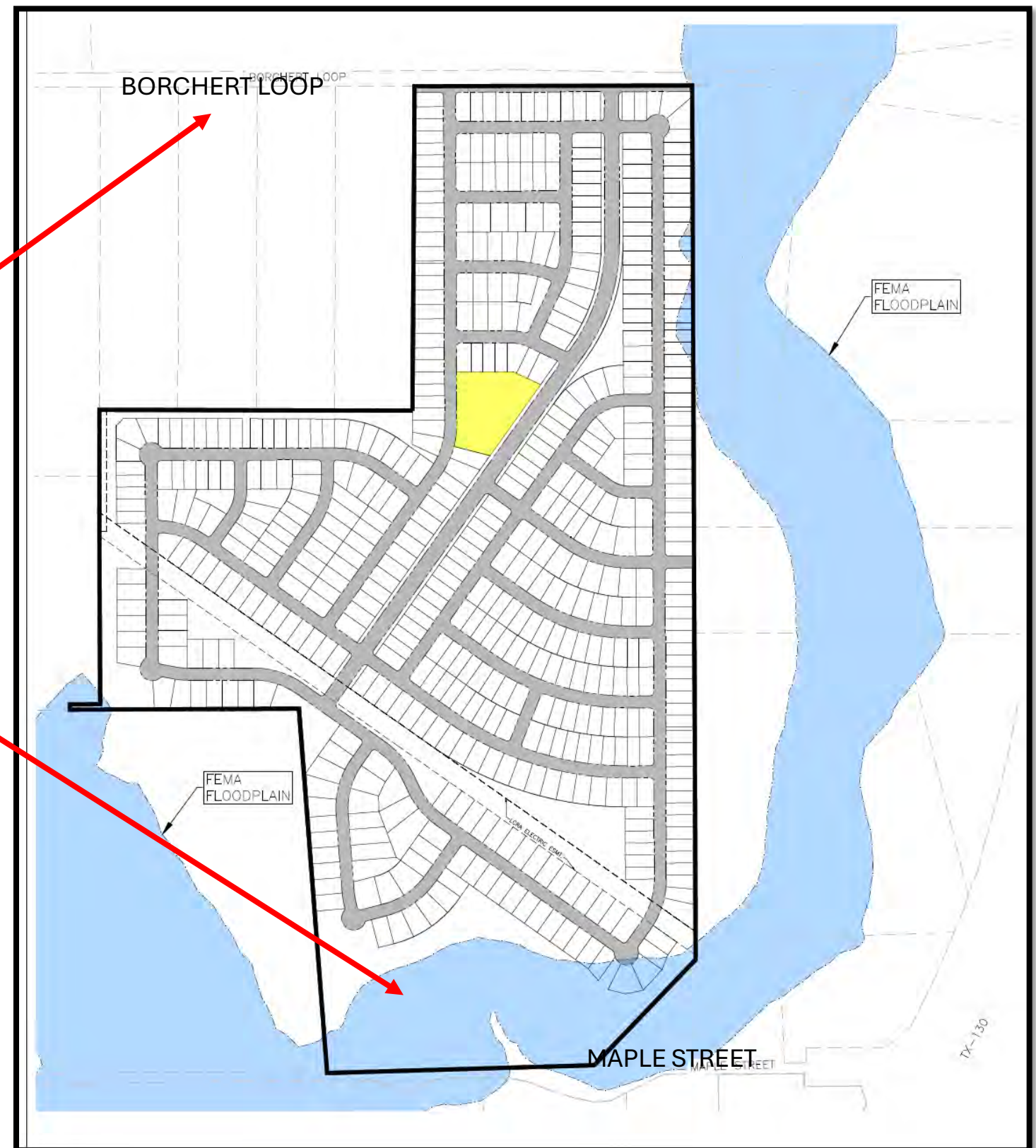
- November 2024 Caldwell County bonds approved for road improvements, including Borchert Loop adjacent to this project.
- MWD will coordinate with Caldwell County regarding the dedication of additional right-of-way

MAPLE STREET CONNECTION

- Maple Street is almost entirely *within the 100-year flood plain by a depth of several feet.*
- *Public Safety requirements prevent a connection at this time.*
- MWD can add a stub out for future connection should improvements be made to Maple

TIA development

- Efforts have commenced, and the goal is to complete the TIA by mid-March barring any major changes.



PID Analysis

	IA #1	IA #2	Total
Assessments			
PID Term (Years)	30	30	
Interest Rate	5.75%	5.75%	
Bond Proceeds	\$ 11,584,000	\$ 12,364,000	\$ 23,948,000
Reserve Fund	\$ (819,728)	\$ (874,815)	\$ (1,694,543)
Capitalized Interest (0 months)	\$ -	\$ -	\$ -
Underwriter's Discount (3.00%)	\$ (347,520)	\$ (370,920)	\$ (718,440)
Cost of Issuance (6.00%)	\$ (695,040)	\$ (741,840)	\$ (1,436,880)
First Year Administration Cost	\$ (35,000)	\$ (35,000)	\$ (70,000)
Net Bond Proceeds	\$ 9,686,713	\$ 10,341,425	\$ 20,028,138
SF - 50' Lots Assessment	\$ 39,201	\$ 42,481	
SF - 60' Lots Assessment	\$ 46,561	\$ 49,823	
SF - 65' Lots Assessment	\$ 48,923	\$ 51,072	
Costs			
Authorized Improvements	\$ 16,009,966	\$ 15,945,616	\$ 31,955,582
Bond Issuance Costs	\$ 1,897,288	\$ 2,022,575	\$ 3,919,863
Less: Bond Proceeds	\$ (11,584,000)	\$ (12,364,000)	\$ (23,948,000)
Owner Contribution	\$ 6,323,254	\$ 5,604,191	\$ 11,927,445
Average Annual Installments			
Total Average Annual Installment	\$ 905,522	\$ 963,252	\$ 1,868,774
SF - 50' Lots Annual Installment	\$ 3,064	\$ 3,310	
SF - 60' Lots Annual Installment	\$ 3,640	\$ 3,882	
SF - 65' Lots Annual Installment	\$ 3,824	\$ 3,979	

← Total PID Assessment

← Total Reimbursements to MWD

← Total PID Assessment per Lot Type over 30 Years

← Developer funded costs outside of PID

← Average annual payment per Lot Type

Ad Valorem Tax Revenues

Tax Entity		Estimated Annual Ad Valorem Revenues [b]	
		Ad Valorem Tax Rate [a]	
City of Lockhart	\$	0.5093	\$ 1,164,705
Lockhart ISD	\$	0.9546	\$ 2,183,051
Caldwell County	\$	0.4390	\$ 1,003,938
Farm to Market RD	\$	0.0001	\$ 229
Plum Creek Conservation District	\$	0.0140	\$ 32,016
Plum Creek Underground Water	\$	0.0158	\$ 36,133
Total	\$	1.9328	\$ 4,351,923
Everly PID	\$	0.8172	
Total Tax Stack	\$	2.7500	

Footnotes:

[a] Tax Rates shown are for Tax Year 2024. Assumes property will be annexed into the City of Lockhart.

[b] Assumes an Estimated Buildout Value of \$228,687,502.

Value to Lien Requirements

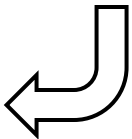
		IA #1	IA #2	
Bond Summary				
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000	
Total Improved Land Value	[2]	\$ 25,258,374	\$ 27,768,230	
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000	
Value to Lien	[3] = [2] ÷ [1]	2.18	2.25	← Value to Lien assuming Improved Land Value
Value to Lien - 3:1	[4]	3.00	3.00	← Per City PID Policy
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000	
Value Required for 3:1 VTL	[5] = [4] × [1]	\$ 34,752,000	\$ 37,092,000	
Additional Value Needed for 3:1 VTL	[6] = [5] - [2]	\$ 9,493,626	\$ 9,323,770	← Value Delta
Weighted Average Home Value	[7]	\$ 413,479	\$ 441,480	
Weighted Average Lot Value	[8]	\$ 94,248	\$ 104,001	
Home Value Net of Lot Value	[9] = [7] - [8]	\$ 319,231	\$ 337,479	
Homes Required for 3:1 VTL	[10] = [6] ÷ [9]	30	28	← # of homes required to achieve the value delta

Value to Lien - Holdback Option

Masonwood Ask: Allow for a Holdback option on the Bond Issuance. This would allow for PID Bonds to be issued at the full amount (Total Assessment shown below) for each Improvement Area, but Masonwood would only be eligible to collect reimbursements on the Assessment available at a 3:1 VTL based on the appraised land value (Total Improved Land Value shown below). The remaining net proceeds would then be “heldback” by the City and not available to Masonwood until they have proven up enough value (value delta as shown on previous slide) to achieve the full 3:1 VTL on the Total Assessment. This allows for bond issuance to occur sooner and net bond proceeds to be used to further development while still complying with the City’s PID Policy.

		IA #1	IA #2
Holdback Summary			
Total Assessment	[1]	\$ 11,584,000	\$ 12,364,000
Total Improved Land Value	[2]	\$ 25,258,374	\$ 27,768,230
Value to Lien	[3]	3.00	3.00
Assessment Available at 3:1 VTL	[4] = [2] ÷ [3]	\$ 8,419,458	\$ 9,256,077
Gross to Net Bond Proceeds Discount	[5]	83.62%	83.64%
Net Proceeds Available at 3:1 VTL	[6] = [4] × [5]	\$ 7,040,476	\$ 7,741,914
Holdback Assessment	[7] = [1] - [4]	\$ 3,164,542	\$ 3,107,923
Holdback Net Proceeds	[6] = [4] × [5]	\$ 2,646,237	\$ 2,599,511

Net Proceeds available at a 3:1 VTL for Masonwood



Net Proceeds “heldback” until value delta achieved

THANK YOU

MWD MASONWOOD
DEVELOPMENT

4301 Westbank Dr. Bldg A Ste 110, Austin, TX 78746
512-306-8300 x 612 | masonwoodtx.com

Plans and elevations are artist renderings only, may not accurately represent the actual condition of a home, community and amenities as constructed, and may contain options which are not standard. We reserve the right to make changes to specifications, dimensions, homesite locations , elevations and amenities without prior notice.

CITY OF LOCKHART

PUBLIC IMPROVEMENT DISTRICT (PID) POLICY

OVERVIEW

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372 ("the code" or "PID Act"), provide the City of Lockhart ("the City") an economic development tool that permits the financing of qualified public improvement costs which confer a special benefit on a definable part of the City. Proceeds from bonds issued by a PID can finance capital costs and fund supplemental services to meet the community needs which could not otherwise be constructed or provided. The bonds issued by the City to fund the costs of eligible capital improvements and/or supplemental services are paid entirely by property owners within the PID who receive special benefits from the capital improvements or services. **A PID may only be used to pay for public improvements.**

A PID is comprised of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing and filing of the resolution with the County within 7 days of adoption. Written notification of the public hearing is published and mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive enhanced services and/or improvements within the District. The PID must demonstrate that it confers a benefit, not only to the properties within the district, but also to the "public" which includes the City.

The purpose of this PID policy is to outline the issues to be addressed by the owner of the taxable real property liable for assessment petitioning for creation of a PID ("Petitioner") before the City Council can support the establishment of a PID. The PID policy outlines such things as petition requirements, qualified costs, financing criteria, information disclosures to property owners, and the determination of annual plans, budgets, and assessments.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a portion of the Developer's actual and documented costs required for public improvements to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements. The Petition shall include a statement that the Petitioners shall arrange for any financing needed for the development of the PID.
3. The PID must be created so the annual assessment does not exceed the maximum equivalent tax rate: The Maximum Equivalent Tax Rate to property owners within a PID shall be no more than the equivalent of a \$0.95 per \$100 tax rate on the assessed value of

their property. If a developer is requesting that the City financially contribute through the creation of a Tax Increment Reinvestment Zone (TIRZ), the TIRZ increment cannot be used in the calculation of the equivalent tax rate, and must instead lower that rate below \$0.95 per \$100 tax rate on the assessed value of their property. Except for public improvements specifically listed in a voter-approved City bond proposition, the City will not expend or pledge a tax increment, general fund revenue, general obligation or certificate of obligation debt proceeds, etc. to support the costs of PID improvements, unless explicitly approved by City Council as advancing a City purpose.

4. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the proposed PID by the majority of the property owners located within the proposed PID. Priority will be given to proposed PIDs with the support of 100% of the landowners within a PID.
5. PID petitions will be more likely to be approved if the project includes one or more aspects of the following types of improvements:
 - a. Which generate economic development benefits to the City;
 - b. Which provide for improvements in the public right of way (e.g., entryways, landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage);
 - c. Which meet community needs (e.g., enhanced drainage improvements, land and infrastructure for re-irrigation of treated wastewater, off-street public parking facilities, pedestrian connectivity, wastewater and/or water system improvements, which create new or enhanced public roads and streets and which enhance and create opportunities to redevelop older or underutilized areas of the City);
 - d. Which exceed development requirements of the City; in particular enhanced architectural standards, enhanced landscaping, lighting which preserves dark skies, and which provide for a superior design of lots or buildings;
 - e. Which provide for increased recreation and open space opportunities for public use;
 - f. Which protect and preserve natural amenities and environmental assets such as the lakes, trees, creeks, ponds, floodplains, slopes, hills, viewsapes, and wildlife habitats;
 - g. Which protect and preserve existing historical buildings, structures, features or places and preserve the rural and community amenities or features that further reflect the City's character would otherwise be of special benefit to the property users or community; and
 - h. Which are associated with property located within the city limits of the City of Lockhart.

6. A PID's budget shall include sufficient funds to pay for all costs, including the cost of establishing the PID, issuance of PID bonds, if any, as well as including funds for additional administrative and/or operational costs and management costs.
7. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of special assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing PID assessment or a *pro rata* share thereof until such time as the PID assessment is paid in full.
8. Any requested adjustments or deviations from the terms of this Policy for a PID shall be clearly requested and explained (including a detailed description of the basis for such a request under Chapter 372 of the Texas Local Government Code) in the PID petition for that PID. Any adjustments or deviations granted are at the sole discretion of the City Council.
9. A PID must be identified as a PID with use of signage along the main entry/exits located at the boundaries of the PID. All signage shall be clearly visible to all motorists entering and exiting the PID.
10. Property owned by the City of Lockhart or that is intended to be conveyed or dedicated to the City and that is located in the boundaries of the PID shall not be subject to any assessment by the PID.
11. No PIDs will be allowed to be created that overlap the boundaries of another PID.
12. Annual Service and Assessment Plan updates, as required by Chapter 372 of the PID Act, shall be provided for if a PID is created in response to a petition.

PETITION REQUIREMENTS

1. In addition to the requirements of Texas Local Government Code §372.005(a) the petition must include the following: PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. *However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.*
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application, unless otherwise approved by the City.
3. PID petitions shall include this language: The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to amounts that may be reimbursed by the proceeds of any PID bonds. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and

information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.

4. All PID Agreements shall include Indemnification language for construction of public improvements as follows:

DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S CONSTRUCTION OF THE PUBLIC IMPROVEMENTS INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S CONTRACTORS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S CONTRACTORS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S CONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S CONTRACTORS ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND / OR EXPIRATION OF THIS AGREEMENT AND

SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

5. For a district to be established, a petition shall include the following:
 - a. Evidence that the petition's signatures meet the state law requirements, or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the Texas Local Government Code. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
 - b. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
 - c. Statement that the petitioners understand that the annual Service and Assessment Plan for the district is subject to review by City staff with final approval by the City Council.
 - d. A narrative description of the project and how it meets or exceeds the types of public improvements discussed in General (4).

DOCUMENTS AND INFORMATION REQUIRED IN CONJUNCTION WITH THE PETITION

The following issues must be addressed before the City Council will take action on a petition. A non-refundable application fee of \$20,000.00, or as otherwise set out in the City's Master Fee Schedule, or as set out in a Professional Services Reimbursement Agreement between the City and Developer will be required with the filing of a petition to create a PID. This fee is regulatory in character and approximates the costs of evaluating the PID petition. The petitioner must agree to reimburse the City for the City's administrative costs and consultant costs for reviewing the PID petition, publishing related notices, reviewing the Market Feasibility Study and Service Assessment Plan, including the cost of services provided by the City's third party PID Administrator, bond counsel, city attorney, financial advisors and any other consultant selected by the City to assist the City in a PID-related matter. A copy of the executed Professional Services Agreement shall be submitted with the PID Petition, if not already agreed to prior to the Petition submittal. If City costs exceed the initial fee, the developer shall replenish the account with an additional deposit. In addition to the application fee, any other related City-required cost, limited to actual costs as are documented by the City, is the responsibility of the Developer.

1. A petition must include a current tax roll and a statement indicating the owners' support for the petition.

2. A copy of the Preliminary PID Finance Plan shall be submitted with the petition. This Finance Plan shall include at a minimum:
 - a. Targeted gross bond amount;
 - b. Estimated *ad valorem* revenue generated;
 - c. Annual assessment per unit;
 - d. Estimated number of bond issuances;
 - e. Proposed maturity dates for PID Bonds; and
 - f. Any other such supporting information related to the success of the PID.
3. A copy of a Project Feasibility Study which demonstrates the economic feasibility of the project and includes the following information:
 - a. An Assessment Revenue Pro forma for the proposed development costs of the PID;
 - b. A financial review of the development projections and absorption schedule;
 - c. Analysis of above describing the timing and amount PID assessment revenue which will be generated based upon varying levels of assessments; and
 - d. Comparison of the PID as built-out with other similar projects in the area that will not have an assessment.
4. The Petition shall identify and summarize any City PID policy requirements with which the PID will not comply and any additional measures undertaken by the Developer to offset or mitigate the non-compliance.
5. If it is proposed that PID Bonds are to be issued to reimburse a developer for infrastructure that a developer would ordinarily fund at its own costs, the petition must demonstrate how creation of the PID and financing of the infrastructure provides an extraordinary benefit to the City as a whole and to the property in the PID, such as accelerated development or demonstrable furtherance of a major City policy objective. The City will not create, nor consider, a PID to solely finance the costs of constructing infrastructure that only meets minimum City development standards.
6. The property owner/developer must demonstrate its financial capability to initially fund improvements prior to reimbursement and to fund improvements not being reimbursed by the PID. Such parties must be willing to share confidential financial information with the City and its advisors.

DOCUMENTS AND INFORMATION REQUIRED PRIOR TO THE PUBLIC HEARING

In addition to the requirements of Section 372.009 of the Texas Local Government Code the following information shall be submitted for review by the City prior to the public hearing:

1. PID Financing Agreement between the City and the Developer. The PID Financing Agreement shall contain a section which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole (i.e., public purpose) and also evidence of insurance;
2. Service and Assessment Plan. The Developer shall prepare and present an ongoing service plan which shall include an assessment plan (Service and Assessment Plan) to the City Council for review and approval. The plan must cover a period of at least five years and must define the annual indebtedness and projected costs of the PID improvements and the proposed assessments on the various classes of covered property under the plan. The Service and Assessment Plan shall include but is not limited to:
 - a. A description of the proposed method of assessment including the classes of covered property;
 - b. An apportionment of the costs between the PID and the City, if any;
 - c. A description of the management of the PID; and
 - d. If applicable, all City-owned land within the district.
7. Appraisal.
8. Proof that any liens on the Properties to be included in the District will be subordinated to creation of the PID;
9. Consent Agreement to Dissolution of the PID if Project is not developed.
10. Any additional information required by the City to evaluate the Feasibility Report.

PID ADMINISTRATION

1. The City may contract with a qualified third-party company to manage and administer the PID, subject to appropriate oversight by City staff.
2. The City's contract with a qualified third party to manage and administer the PID for the City shall provide for the contractor to:
 - a. Prepare and submit a Budget and Five Year Service Plan to the City Council for consideration and adoption. The budget shall provide for sufficient funding to pay

for all costs above and beyond the City's ordinary costs, including additional administrative and/or operational costs as well as additional maintenance costs resulting from the PID.

- b. Provide for the calculation of the assessment and allocation to the respective parcels in the PID and shall provide for the billing of the assessments to the property owners or provide information to the County Tax Assessor if the City has contracted with that entity to collect the assessments.
 - c. Prepare annual updates and reports for the Service and Assessment Plan as required by Chapter 372 of the Texas Local Government Code and submit an annual Service and Assessment Plan in a form appropriate for consideration and adoption by the City Council each year and assist the City Council and staff in adopting the annual Service and Assessment Plan updates.
 - d. Prepare annual reports reflecting the expenditure of Bond Proceeds or the reimbursement of Developer expenditures as appropriate.
 - e. Prepare annual reports reflecting the imposition and collection of the assessments and the balances in the various accounts related to the PID to be provided to City Council on a monthly or other periodic basis as may be required by the City.
 - f. Prepare and provide any other reports or information required of the City or the Project under Chapter 372 of the Texas Local Government Code.
3. The contract with a third party to manage the PID shall not preclude the City from entering into a contract with another taxing unit for the collection of the assessments levied for the PID.
4. The City may alternatively provide for the administration of the PID through in-house resources.
5. Provision for the costs associated with the provision of the administrative services, whether the services are provided by third parties or the City, shall be included in any budget proposed by the Developer and may include but is not limited to allocation of interest on the assessment to the extent authorized under Chapter 372 of the Texas Local Government Code.
6. Any management firm for a PID shall be required to submit quarterly reports of all activities and expenditures to the City until the project is 80% built out.
7. The City may request an independent audit at any time.

ADDITIONAL PROJECT CRITERIA

In agreeing to form a PID for which debt will be issued to fund the costs of constructing qualified public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.

2. The property owner must provide the City with its sources of funding the public improvements not being funded by the PID unless such improvements have already been constructed by the property owner prior to the PID funding.
3. The proposed development must be consistent with the entitlements on the property. All required zoning must be in place for the development of the portion or phase of the Property to be assessed by the PID Bond issue prior to the issuance of any PID bonds for that portion of the property.
4. The property owner must provide evidence to the City that the utility service provider has or will have sufficient capacity to provide all necessary utility services for the development of the portion or phase of the Property to be assessed by the PID Bond issue prior to the issuance of any PID bonds for that portion of the property.
5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to establishing the district, costs for design and construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs.
6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds.

BOND SIZE LIMITATIONS AND CONDITIONS

The following limitations and performance standards shall apply to a PID debt issue approved by the City:

1. Minimum appraised value to lien ratio at date of each bond issue: 3:1. The City requires such values to be supported by an appraisal of the applicable parcels prepared by an appraiser selected by the City with all reasonable appraisal fees to be paid by the developer.
2. Minimum annual permitted increase for the debt service component of the annual assessment installment: 0-2%.
3. Maximum maturity for each series of bonds (to extent allowed by law): 30 years
4. City, in its sole discretion, will determine the credit criteria/quality, market suitability, debt structure, continuing disclosure requirements and investor suitability requirements of all PID Bonds.
5. The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements; (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than three (3) years from the date of the initial delivery of the bonds; and (iii) any costs of issuance.

Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future bond issuances. Additional terms may be considered by the City if the public improvements are constructed in phases or multiple bond sales are contemplated for the project.

FINANCING CRITERIA

1. The PID may seek bond issues in advance of construction of an individual phase of a project subject to compliance with these standards, although the City's preference is to reimburse through PID Bonds for costs already incurred at the developer's expense ("reimbursement bonds.") If a developer is requesting "construction bonds" they must demonstrate why the project cannot work without upfront financing, and the benefit to the City and its tax and rate payers should be even greater.
2. No City backing or moral obligations will be utilized to fund or support the PID bonds.
3. All proposed subsequent PID bond issues for a project, if any, will be subject to approval by the City Council.
4. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded for a project or phase, and the special assessments are determined in accordance with the Service and Assessment Plan and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will assessments be increased for any parcel unless the property owner of the parcel consents to the increased assessment.
5. The City shall not be obligated but may choose to do so at its sole discretion, to provide funds for construction of any improvement except from the proceeds of the PID bonds and PID assessments.
6. Each PID Bond Indenture will contain language precluding the City from making any debt service payments for the PID bonds other than from available special assessment revenues.
7. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal.
8. Any PID bond issued will include a Reserve Fund in an amount equal to the lesser of: (i) the maximum annual debt service on the bonds; (ii) 10 percent of the Bond Par Amount; or (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
9. All public infrastructure within the PID that is to be reimbursed must include a minimum of three (3) bidders approved by the City and the Developer.

10. All Developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the Indenture or any other regulatory agreement or regulatory agency.
11. All construction of improvements is subject to City review and provision shall be made for dedication to City or to another appropriate entity.
12. The City will work in good faith to issue PID bonds within 12 months from the date of the resolution creating the PID.
13. Qualified Tax-Exempt Status. In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in subsequent Financing Agreements if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year.
14. The Developer must agree to pay bond closing costs out of bond proceeds upon closing. Bond closing costs are those Closing costs set out in the Professional Services Agreement, or costs that include City's PID Administrator, bond counsel, city attorney, underwriter, the trustee, financial advisors and other parties as needed.

MISCELLANEOUS

1. Severability: If any section, subsection, sentence, clause, phrase, or word of this policy is declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
2. No Liability of City or Public Officials. Neither the City, a public official, employee, or representative shall be responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the Developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Developer only and the City shall have no liability.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Discussion regarding Amendment No. 1 to the TxDOT Airport Project Participation Agreement for project 2314LHART to chip seal, overlay, and marking of the parallel runway and taxiway at the Lockhart Municipal Airport.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

PROJECT SCHEDULE (if applicable): Award (Estimated) - Mid-January to Early February 2025

Contract Execution (Estimated) - Early February to Mid-February 2025

Construction Phase (Estimated) - March to July 2025

Closeout Phase - August 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$60,295.00

Account Number: 580-5780-911-00

Funds Available: \$261,766

Account Name: Airport Fund Balance

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: December 20, 2022- Resolution 2022-42 approved regarding the Airport Paving Project

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: TxDOT has several programs aimed at assisting with funding airport maintenance projects, which the city has participated in the past. On December 20, 2022, City Council approved Resolution 2022-42 authorizing the City Manager to enter into an agreement with TxDOT for a project consisting of paving and marking the 4,000' long runway and taxiway. The resolution and subsequent agreement identified the City's match responsibilities of 10% (\$191,900) of the entire project (\$1,919,000). These figures were based on estimates at the time of the adopted resolution. This project along with 5 other airport entities were packaged together and bid in 2024. Upon receiving initial bids, not all entities were in agreement with their proportionate costs of the project. TxDOT chose to rebid the projects in the hope that more bidders could be attracted and the costs for the projects would be more competitive.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

TxDOT and staff have reviewed the new bids that have been received, and believe the cost is of fair value regarding the work that is needed at the airport. Following entering the initial agreement, the City paid the estimated 10% match of \$191,900. Tonight's amendment to the project agreement identifies the remaining funds the City will be required to pay to participate in the paving project. The total project amount has changed to \$2,521,950. The 10% match portion of the project the City would be responsible for would be \$252,195. The City's remaining responsibility will be \$60,295, which is the difference in the previous 10% match payment.

LIST OF SUPPORTING DOCUMENTS: 2314LHART_AMEND 1, 2314LHART_Invoice for increase, Lockhart Municipal Airport Paving Exhibit, TxDOT Lockhart Municipal Airport Improvement Agreement (Runway Taxiway 2023) _2314LHART_APPA_signed

**TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT**

(Federally Assisted Airport Development)

TxDOT Project No.: 2314LHART
Commission Approval: February 23, 2023
NPE Funds Applied: FY20-FY21
UEI: EYGKM6VLJVG6
ALN: 20.106

Amendment No. 01 to the Agreement

Part I - Identification of the Project

TO: City of Lockhart, Texas

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

City of Lockhart, Texas, hereinafter referred to as the "Sponsor," and the Texas Department of Transportation, hereinafter referred to as the "State," have entered into an Airport Project Participation Agreement TxDOT CSJ Number 2314LHART, executed by the Sponsor on March 16, 2023, and by the State on March 21, 2023, for the development of Lockhart Municipal Airport, hereinafter referred to as the "Airport".

The project is described as design and construction services to: chip seal, overlay and mark Runway 18-36 and mark parallel and connector taxiways at Lockhart Municipal Airport.

It is in the mutual interest of the Sponsor and the State to increase the grant by \$602,950 based on bids received.

Part II - Offer of Financial Assistance, estimates total project costs to be \$1,919,000; and financial assistance is currently limited to \$1,727,100 in federal funds and \$191,900 in local sponsor funds.

The following amendment to the Airport Project Participation Agreement shall become effective upon execution of this Amendment by the Sponsor and the State.

The Airport Project Participation Agreement is amended as follows:

1. On Part II, Item No. 2 of the Agreement, change Amount A, estimated total project costs, and any further references in the Agreement to Amount A, to \$2,521,950.

2. On Part II, Item No. 2 of the Agreement, change Amount B, estimated project costs eligible for federal financial assistance, and any further references in the Agreement to Amount B, to \$2,521,950.

3. On Part II, Item 3 of the Agreement, change Amount C, the maximum obligation of the United States payable under this offer, and any further references in the Agreement to Amount C, to \$2,269,755.

4. On Part II, Item 4 of the Agreement, change Amount D, Sponsor's share of the estimated total project costs, and any further references in the Agreement to Amount D, to \$252,195.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

This Amendment to the Airport Project Participation Agreement between City of Lockhart, Texas, and the Texas Department of Transportation is mutually agreed to and accepted.

City of Lockhart, Texas
Sponsor

Sponsor Signature

Sponsor Title

Date

Execution by the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____



Aviation Division
6230 E Stassney Lane | Austin, Texas 78744
512.416.4500
www.txdot.gov

INVOICE

February 14, 2025

Mr. Sean Kelley
Public Works Director, City of Lockhart
P O Box 239
Lockhart, Texas 78644

RE: TXDOT Project No.: 2314LHART
Fund Source: 25000

Dear Mr. Kelley,

The current estimate for the above reference construction project is \$2,521,950. The Sponsors Share of the estimated cost is \$252,195, our records indicate that we have received \$191,900 and are requesting the additional \$60,295. Please remit the remaining Sponsors Share of \$60,295 to an address shown below not later than March 3, 2025.

Please be aware, it can take between 2-3 weeks from when the check is mailed until we receive it due to the Post Office processing and delivery.

Texas Department of Transportation
ATTN: 3rd Floor
Accounts Receivable
6230 E. Stassney Lane
Austin, Texas 78744

Or for **WIRING ONLY** use the following information:

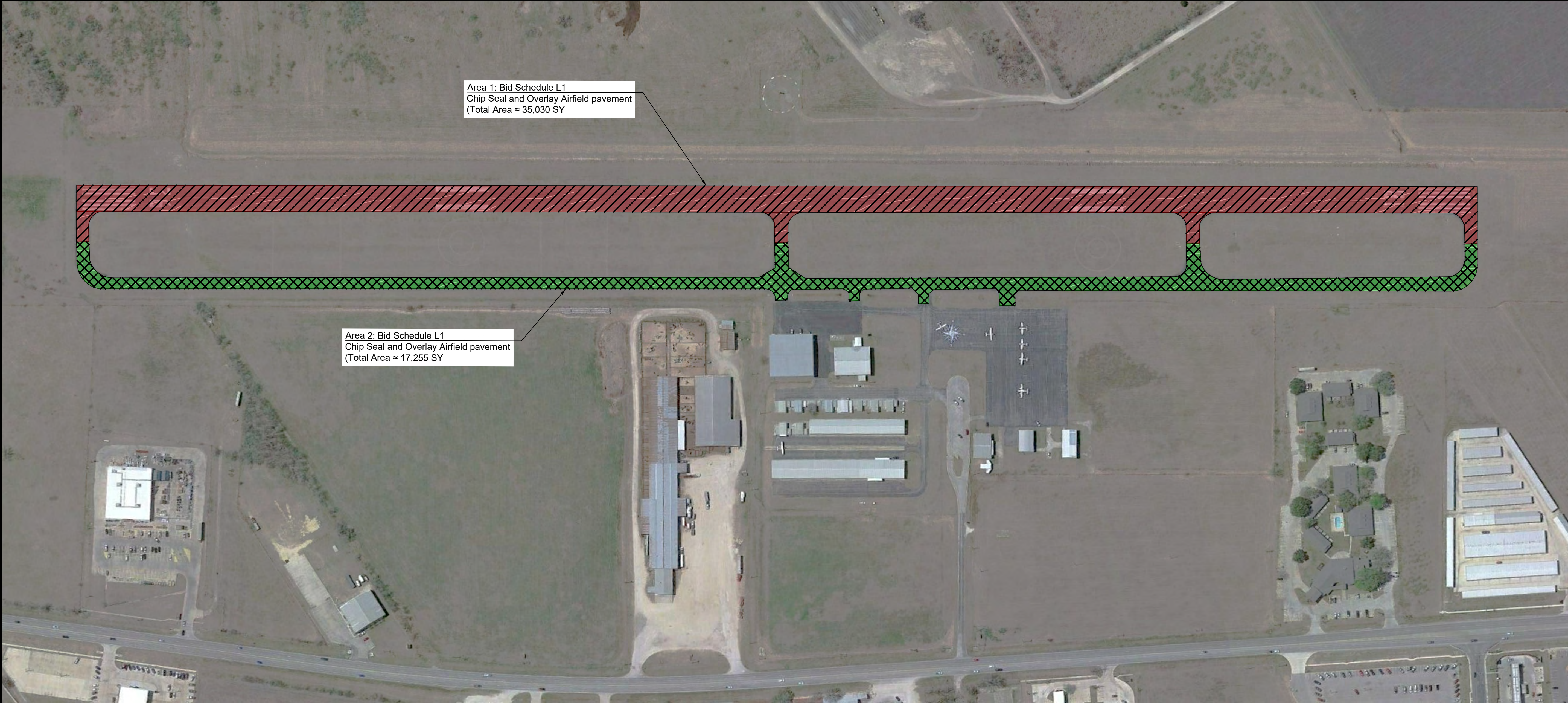
Financial Institution: Austin Texas Comptroller Austin
Routing Number: 114900164
Account Number: Comptroller of Public Accounts Treasury Operations
Account Number to Credit: 463600001
Reference: TxDOT Aviation CSJ: 2314LHART
Attention: 601-Texas Dept. of Transportation – Aviation division
Tanya Rodriguez

If you would like to use **ACH- Automated Clearing House** – please contact me for those instructions. It has a different routing account.

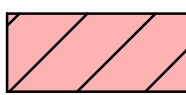
If you have any questions, need additional information, please contact me at 512/416-4504.

Sincerely,
Becky Vick
Becky Vick
Grant Manager
cc: Tanya Rodriguez, Finance

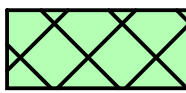
Drawing Name: I:\AV\IPRJ000019632\indgo01 - project\AE\03 - ae\LOCKHART\PRODUCTION DRAWINGS\LOCKHART - GENERAL LAYOUT.dwg Sep 22, 2022 - 2:46pm
Last Saved By: kcujps 2022/09/22
Plot Style: ae.ctb



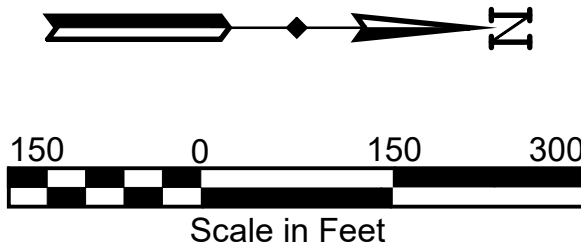
LEGEND



AREA 1
Chip Seal and Overlay Airfield pavement
(Total Area ≈ 35,030 S.Y.)



AREA 2
Chip Seal and Overlay Airfield pavement
(Total Area ≈ 17,255 S.Y.)



LOCKHART - GENERAL LAYOUT - GENERAL LAYOUT

...

PROJECT NO.	
DRAWN BY KRG	DATE 9-22-2022
CHECKED BY CAW	DATE 9-22-2022
DESIGNED BY KRG	DATE 9-22-2022
REVISIONS	DATE

CITY OF LOCKHART

LOCKHART MUNICIPAL AIRPORT
LOCKHART, TEXAS

LOCKHART

12750 Merit Drive | Suite 570 | Dallas, Texas 75251
P 214.373.7873 | www.hwlochner.com
TBPE Firm Registration No. 10488

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT
(Federally Assisted Airport Development Grant)

TxDOT Project No.: 2314LHART
Commission Approval: February 23, 2023
NPE Funds Applied: FY20; FY21, FY22, FY23
UEI: EYGKM6VLJVG6
ALN: 20.106

Part I - Identification of the Project

TO: City of Lockhart, Texas

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

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

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in Title 49 United States Code, Section 47101 et seq., (hereinafter referred to as "Title 49 U.S.C."), and Rules, Regulations and Procedures promulgated pursuant to; and under V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp).

The project is described as design and construction services to: chip seal, overlay and mark Runway 18-36 and mark parallel and connector taxiways at Lockhart Municipal Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions as herein provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION (HEREINAFTER REFERRED TO AS THE "FAA"), OFFERS AND AGREES** to pay, as

the United States share of the allowable costs incurred in accomplishing the project, ninety percentum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp).
2. It is estimated that total project costs will be approximately \$1,919,000 (Amount A). It is further estimated that approximately \$1,919,000 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.
3. The maximum obligation of the United States payable under this offer shall be \$1,727,100 (Amount C). Any financial participation over this amount is not guaranteed.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the State to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be \$191,900 (Amount D). At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share. The Sponsor specifically agrees that it shall pay any project costs, which exceed the sum of the federal share (Amount C).

During design, if the estimated eligible project costs exceed Amount C, above, the Sponsor may request the State to void this Agreement. The State shall agree to void this Agreement upon the satisfaction of the following conditions:

- a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and
- b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and

- c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State in behalf of the Sponsor which are in excess of the federal percentage of financial participation as stated in Paragraph II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.

- 5. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory limitations and will advise the Sponsor by amendment of the increase. Upon receipt of the aforementioned amendment, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.
The State may decrease the agreement after completion of the describer scope. The Sponsor will be notified by letter of the decreased amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

- 6. Sponsor's share of project costs (Amount D) shall be paid initially in cash when requested by the State. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
- 7. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as stated. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay said obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

8. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

9. Trafficking in Persons.

- A. The Sponsor, as the recipient, and the Sponsor's your employees, under this award, may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency, may unilaterally terminate this Grant, without penalty, a Sponsor that is a private entity:
 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

3. The Sponsor must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
 4. The State's right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
10. Employee Protection from Reprisal.
1. Prohibition of Reprisals
- a. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - b. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - c. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - d. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

- e. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - f. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
11. The Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
 12. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
 13. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
 14. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.
 15. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the state.
 16. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100%

of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

PART III - Sponsor Responsibilities

- I. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this agreement; and
 - b. it will comply with the Attachment D Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and
 - c. it will comply with the Attachment F, Airport Assurances (5/2022), attached and made a part of this Agreement; and
 - d. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and
 - e. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
 - f. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and
 - g. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - h. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the

aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

- i. it will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport; and
- j. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- k. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- l. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).
- m. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- n. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and
- o. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

- p. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
 - q. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
 - r. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and
 - s. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
 - t. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.
 - u. it will comply with the Attachment E, Certification of Airport Property Interests, attached and made a part of this Agreement; and
2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold

on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees, or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents, or employees.
4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, as provided, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.
6. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
7. The Sponsor shall have on file with the State, Attachment B, Certification Regarding Drug-Free Workplace Requirements, attached and made a part of this agreement.
8. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
9. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(c); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide

for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.

10. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment C "Pavement Maintenance Management Program", attached and made a part of this agreement.
11. The Sponsor agree that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).
12. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.
13. If applicable, the Sponsor understand that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees to maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understand that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant and project are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

Receiving Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation made pursuant thereto, and the Sponsor;
- b. receive, review, approve and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

Paying Agent:

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State executed contracts;

Contracting Agent:

- e. advertise for professional engineering and/or planning services for, but not limited to, the preparation of planning studies, plans and specifications for the above project and for the management of the construction of the above project; certify consultant selection procedures; provide notification of contract award for professional services; and negotiate professional services fees; and execute, on behalf of the Sponsor, a professional services agreement as related to this project;
- f. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

- g. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling;
- h. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

- i. authorize the advertisement, receipt and opening of bids for construction of the above project; and award contracts for construction of the above project and

acquisition of materials related to it; and execute, on behalf of the Sponsor, construction contracts as related to this project;

- j. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders;
- k. review, approve and maintain record drawings.

PART V - Recitals

1. The State and Sponsor shall obtain an audit as required by federal or state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, regarding the above project.
6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
 - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
 - b. A date by which the corrective action must be taken;
 - c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21- 22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not be unreasonably denied or delayed.
9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by

the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

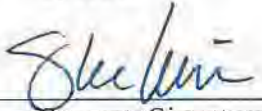
If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination.

- A. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.
- B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party.
- C. In the event the Project is not completed, the State may seek reimbursement from the Sponsor of the expended funds. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- D. The State will not pay interest on any funds provided by the Sponsor.
- E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Sponsor in accordance with this Agreement.

Part VI - Acceptance of the Sponsor

City of Lockhart, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Lockhart, Texas
Sponsor


Sponsor Signature

City Mgr.
Sponsor Title

3-15-'23
Date

Part VII - Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: EA0A4EF01FA5423...

Title: Director, Aviation Division

3/21/2023
Date: _____

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

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

City of Lockhart, Texas
(Sponsor)

By: 
Title: Director of Finance
Date: 3/16/23

ATTACHMENT B

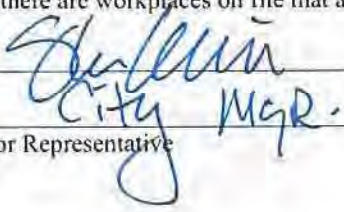
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f),

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Signed:  Dated: 3-15-23

Title of Sponsor Representative City Mgr.

ATTACHMENT C

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees, that the program will:

- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed
2. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

Attachment D**Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form**

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: _____



Date: _____

3-15-23

ATTACHMENT E

CERTIFICATION OF AIRPORT PROPERTY INTERESTS

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated December 22, 2022 and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for Lockhart Municipal Airport.

City of Lockhart, Texas
(Sponsor)

By: 

Title: City Mgr

Date: 3-15-23

ATTACHMENT F

ASSURANCES**AIRPORT SPONSORS 5/2022****A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will

not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any

exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs

in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such

disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

City of Lockhart, Texas
(Sponsor)

By: 

Title: City Mgr

Date: 3-15-23

For more information, please consult the AIP handbook.

https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that...	Include (by assurance # if applicable)...
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

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allison.martin@txdot.gov

Grant Manager

TxDOT

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(Optional)**Electronic Record and Signature Disclosure:**

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Sean Kelley



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skelley@lockhart-tx.org

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- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion regarding applications ZC-24-09 and PDD-24-04 by Michele Haussmann of Land Use Solutions on behalf of Manumit Investment Group and discussion and/or action to consider Ordinance 2025-05 for a ZONING CHANGE from PDD Planned Development District to PDD Planned Development District and adoption of a PDD Development Plan on 23.395 acres in the Frances Berry Survey, addressed as 711 City Line Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The proposed zoning change and PDD development plan proposes to remove the subject property from the Maple Park PDD and place it in a newly-created PDD for approximately 23 acres at the southeast corner of Maple Street and City Line Road. While the current PDD shows the subject property as a combination of single-family detached residential and commercial development, the proposed PDD would consist solely of a one-story multifamily development on two lots. The project would abut and have vehicular access to City Line Road, Maple Street, and the forthcoming Lincoln Lane. The development would have a maximum of 150 units of attached single-story residences, each having two-car garages and two spaces of parking in the driveways. The residences would be served by a network of internal private drives that also include paved walkways. Sidewalks would be built along all street frontages, including a six-foot wide sidewalk along City Line Road. As part of the approved preliminary plat, Maple Street will be widened to meet City standards as a collector street.

The PDD development plan shows the project layout, indicating the locations of residential units, the driveway network, and open spaces. The plan states that the development's lighting will be dark sky compliant. The plan's landscaping standards include one shade tree per residential unit and one shade tree every 40 feet along street frontages, while also requiring shrub plantings along the fronts of buildings. The project will have an exterior fence along all street frontages. Architectural design and signage design standards are also included. The plan also states that a swimming pool and other recreational amenities will be built as part of the development.

The PDD Development plan and a more detailed staff report are included in the meeting materials.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

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

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: The most recent revision of the Maple Park Planned Development District affecting the site was approved on August 6, 2019. The property was first rezoned from AO Agricultural-Open Space District to PDD in 2012.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval by a vote of 4-2 at their February 26, 2025 meeting. The accompanying preliminary plat was also approved at the meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2025-05 including the zoning change and PDD Plan adoption for 711 City Line Road.

LIST OF SUPPORTING DOCUMENTS: ZC-24-09 and PDD-24-04 Ordinance, Ordinance 2025-05 Exhibit A legal desc, Ord. 2025-05 Exhibit B One Living PDD development plan, ZC2409 case map, ZC2409 aerial, ZC2409 zoning, ZC-24-09 and PDD-24-04 Staff Report-- Council, ZC2409 fut land use-thoroughfares, One Living application and auth letter

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY THE PROPERTY KNOWN AS 23.395 ACRES IN THE FANCES BERRY SURVEY, LOCATED AT 711 CITY LINE ROAD, FROM PDD PLANNED DEVELOPMENT DISTRICT TO PDD PLANNED DEVELOPMENT DISTRICT, INCLUDING BY-REFERENCE ADOPTION OF A PDD DEVELOPMENT PLAN FOR THE ONE LIVING PLANNED DEVELOPMENT.

WHEREAS, on February 26, 2025, the Planning and Zoning Commission held a public hearing and voted to recommend approval of said change; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

I. The foregoing recitals are approved and adopted herein for all purposes.

II. The above-referenced property described in Zoning Change request ZC-24-09 and PDD Development Plan PDD-24-04 as 23.395 acres in the Frances Berry Survey, more particularly described in Exhibit "A" and located at 1800 Maple Street, will be reclassified from PDD Planned Development District to PDD Planned Development District, including by-reference adoption of a PDD Development Plan for the One Living Planned Development, attached as Exhibit "B".

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

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

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

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

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS, THE 4th DAY OF MARCH, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

Exhibit A

BEING a 23.395 acre (1,019,076 square foot) tract of land situated in the Francis Berry Survey, Abstract No. 2, Caldwell County, Texas, and being a portion of a called 56.691 acre tract of land described in the General Warranty Deeds to Manumit Investment Group, LLC recorded in Document Nos. 122814, 122815 and 122816 of the Official Public Records of Caldwell County, Texas, said 23.395 acre (1,019,076 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set for the intersection of the southeast right-of-way line of Maple Street (variable width right-of-way) with the southwest right-of-way line of City Line Road (80' right-of-way), said 5/8-inch iron rod with cap stamped "KHA" also being an interior corner of a called 0.452 acre tract of land described in the Warranty Deed to the City of Lockhart recorded in Document No. 2019-004099 of said Official Public Records of Caldwell County, Texas;

THENCE South 31 degrees 24 minutes 48 seconds East, with a common southwesterly line of said City Line Road and the southeasterly line of the said called 0.452 acre tract of land, a distance of 929.09 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for the northernmost corner of Lot 2, Block 1, Maple Park Section Three-A, an addition to the City of Lockhart, Caldwell County, Texas recorded in Cabinet A, Slide 30 of the Plat Records of Caldwell County, Texas;

THENCE South 58 degrees 35 minutes 12 seconds West, with a northwest line of said Lot 2, a distance of 34.98 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for the northernmost northwest corner of said Lot 2;

THENCE South 31 degrees 24 minutes 48 seconds East, with a southwest line of said Lot 2, a distance of 224.68 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for corner;

THENCE South 13 degrees 41 minutes 38 seconds West, with the north line of said Lot 2, a distance of 105.81 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for corner;

THENCE South 58 degrees 32 minutes 59 seconds West, with the north line of said Lot 2, a distance of 230.81 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for corner;

THENCE North 85 degrees 45 minutes 24 seconds West, with the north line of said Lot 2, a distance of 873.06 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for the westernmost northwest corner of said Lot 2, said 1/2-inch iron rod with cap stamped "HINKLE" also being at the beginning of a non-tangent curve to the left with a radius of 780.00 feet, a central angle of 33 degrees 53 minutes 13 seconds, and a chord bearing and distance of North 14 degrees 33 minutes 08 seconds West, a chord distance of 454.63 feet, said 1/2-inch iron rod with cap stamped "HINKLE" also being in the east right-of-way line of proposed Lincoln Lane (a proposed 60' right-of-way);

THENCE Northwesterly, with the east right-of-way line of said proposed Lincoln Lane, with said non-tangent curve to the left, an arc distance of 461.32 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE North 31 degrees 29 minutes 43 seconds West, with the east right-of-way line of said proposed Lincoln Lane, a distance of 282.76 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the common southeast right-of-way line of said Maple Street and the southeast line of the said called 0.452 acre tract;

THENCE North 58 degrees 28 minutes 20 seconds East, with the common southeast right-of-way line of said Maple Street and the southeast line of the said called 0.452 acre tract of land, a distance of 918.68 feet to the **POINT OF BEGINNING** and containing 1,019,076 square feet or 23.395 acres of land, more or less.

Note: Bearings are based on the Texas Coordinate System of 1983 (NAD83) (NA2011), South Central Zone (4204) based on observations made on September 30, 2024. Distances are surface values using a grid to surface factor 1.00013.

That I, Shaun Marvin Piepkorn, Registered Professional Land Surveyor in the State of Texas, does hereby attest that this legal description accurately represents the property from an survey performed on the ground under my direct supervision.



Shaun Marvin Piepkorn
Registered Professional Land Surveyor
Texas No. 6432
Kimley-Horn and Associates, Inc.
November 4, 2024
TBPELS Firm No. 10194040

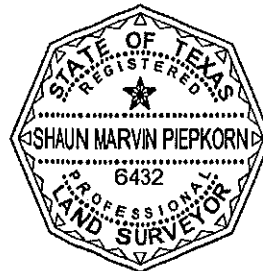


Exhibit B
Planned Development District (PDD)

ONE LIVING DEVELOPMENT STANDARDS 12-20-24

The following Development Standards (“Development Standards”) shall be applicable within the Property. To the extent that any of the Development Standards conflict with City (“City”) of Lockhart Ordinances, these Development Standards shall control. Elements of the City Code unchanged by these Development Standards apply as written on the effective date of this PDD ordinance. All development activity undertaken on the Property shall comply with this Agreement, the PDD Development Plan, all attachments hereto, and with all City subdivision and construction codes and requirements, except as modified herein. Capitalized terms contained herein shall be defined as indicated in these Development Standards, these Development Standards, as reflected on the PDD Development Plan or as defined in the City Code of Ordinances, depending upon context. Unless explicitly stated otherwise, all the requirements prescribed herein shall be considered as the minimum requirement.

I. DISTRICT BOUNDARIES

The Property boundary is described in the final subdivision plat attached as Exhibit A and generally depicted on the PDD Development Plan attached as Exhibit B.

II. RESIDENTIAL REGULATIONS

The single family rental community known as One Living (“SFR Community”) to be developed on the Property will include a variety of unit types and building types. The regulations are as follows.

A. DEFINITIONS

1. *Single-family Rental Community (SFR Community)* - Residential community with residential units that may be detached or attached, are located on one or more platted lots under one or more ownership entities, for rent, and commonly operated and maintained by the ownership entities. For purposes of defining the land use for applicable impact fees, including but not limited to, parkland dedication, building permit, water and wastewater tap, etc., the land use is Multifamily
2. *Private Drive* – Private Drives will provide access throughout the SFR Community, will be designed to meet dimensional requirements shown in Exhibit C and are not required to be constructed to City public street standards. Public streets are not required in the SFR Community. The buildings and units may abut a Private Drive and are not required to abut a dedicated public street.
3. *Accessory Uses to Single Family Rental* – Uses that are

incidental to and part of the SFR community, including but not limited to, amenities, swimming pool, mail kiosk, outdoor dining and cooking, outdoor activities, maintenance garage, maintenance building, greenhouse, leasing office, and model unit.

4. *Open Space* – Private open space areas are shown on the PDD Development Plan. Private open space areas may include Accessory Uses to Single Family Rental uses, utilities, pedestrian paths, paths, trees, landscaping, lighting, signage, amenities, and drainage facilities.
5. *Conceptual Renderings and Floor Plans* – Conceptual renderings and floor plans are for the purposes of illustrating the mass and scale of the residential buildings and units and not for regulatory purposes, such as required architectural requirements, dimensions, style, materials, or elements.
6. *City Code of Ordinances* – City of Lockhart Code of Ordinances as of the effective date of the PDD Ordinance.

B. PERMITTED USES

1. Single Family Rental
2. Accessory Uses to Single Family Rental
3. Open Space
4. Drainage Facilities

C. SITE DEVELOPMENT REGULATIONS

1. Specific requirements for SFR Community table

Development Type	Max. Dwelling Units Per Structure	Building Coverage	Max. Dwelling units Total	Min. Lot Area (acres)	Min. Lot Dimensions (ft.) Width Depth	Max. dwelling units per acre	Min. Building Setback (ft.)			Max. Height Stories Feet	Min. Off-Street Parking Spaces Per Dwelling Unit
							Front from Private Drive to Building	Side from Building to Building	Rear from Building to Building or Building to Property Boundary along ROW		
SFR, Single-family rental	7	50%	150	5	120 125	7	15	10	40	1 story	2 garage spaces and 2 driveway spaces per unit and 20% of total number of units

III. DEVELOPMENT DESIGN STANDARDS:

A. Private Drives, Access to Public ROW

1. Private Drives will be twenty six (26) feet wide as shown on Exhibit C Private Drives Cross Section.
 - a. Vehicular lanes will be eleven (11) feet in width.
 - b. Pedestrian paths will be four (4) feet in width.
 - c. Private Drives will be designed to comply with the City International Fire Code (“IFC”) with local amendments. Section 503.3 notes that striping, signs or other markings can be provided when approved by the fire code official. For illustrative purposes only, Exhibit C includes red markings as an example of the location of the fire markings, which can be provided as markings and/or signage.
2. The locations of the Private Drives shown on the PDD Development Plan are conceptual and can be amended administratively.
3. Private Drives are for private use of the SFR Community and will not include public access, except for emergency access.
4. Access to public ROW is shown on the PDD Development Plan.

B. One or Multiple Lot Subdivision Plat

1. The SFR Community may be developed on one or more platted lot(s).
2. The buildings and units may abut Private Drives.
3. The platted lot(s) shall abut public right-of-way (“ROW”).
4. A minimum of two connections to public ROW will be provided. One connection to Maple Street and one connection to City Line Road.

C. Open Space and Pedestrian Path

1. Open Space will be provided for the use of the SFR Community residents. Open Space may include, but is not limited to, Accessory Uses to Single Family Rental, utilities, pedestrian paths, paths, trees, landscaping, signage, amenities, and drainage facilities. The required Open Space is two (2) acres, which exceeds the City Code open space requirement of eight percent (8%) of the total land area intended for residential use up to and including a gross density of seven (7) units per acre for subdivisions over twenty (20) acres.
2. The amenities provided in the SFR Community will include a swimming pool and Open Space for outdoor activities. The SFR Community may include other amenities in the Open Space such as outdoor seating.
3. A pedestrian path will be provided on one side of the Private Drives and will be four (4) feet wide.
4. The pedestrian path will connect to the north and east to align with the future hike/bike trail to the extent possible.
5. The pedestrian paths are for private use of the SFR Community and will not include public access, except for emergency access. Signage will be included stating

the pedestrian paths are private.

D. Lighting Standards

1. SFR Community will comply with the City's Dark Sky Ordinance as of the effective date of the PDD Ordinance.
2. Lighting Plan(s) will be submitted as part of the building permit process.

E. Landscaping and Screening

1. Section 64-197. h(2) applies with the following exceptions:
 - a. Section 64-197 h(2)b does not apply
 - b. Section 64-197 h(2) d,e and f are superseded by the following landscaping and screening regulations.
 - i. A Minimum of one shade tree of at least three inches caliper planted per residential unit in the SFR Community.
 - ii. Buildings will provide foundation plantings along building front facades not covered by driveways or pedestrian paths. Plantings will include combinations of deciduous and evergreen shrubs and perennials
 - iii. A shade tree of at least three inches caliper at planting must be provided for each forty (40) feet of public street frontage.

Southern (Zone 7)

SCIENTIFIC NAME	COMMON NAME
SHADE TREES	
<i>Acer rubrum</i> 'October Glory'	October Glory Maple
<i>Liquidambar styraciflua</i>	American Sweetgum
<i>Platanus occidentalis</i>	American Sycamore
<i>Quercus alba</i> or <i>bicolor</i>	White or Swamp White Oak
<i>Quercus lyrata</i>	Overcup Oak
STREET TREES	
<i>Acer x freemanii</i> 'Armstrong'	Armstrong Maple
<i>Acer buergerianum</i>	Trident Maple
<i>Carpinus caroliniana</i>	American Hornbeam
<i>Ulmus parvifolia</i> 'Bosque'	Bosque Chinese Elm
<i>Quercus phellos</i>	Willow Oak
<i>Quercus shumardii</i>	Shumard Oak
<i>Zelkova serrata</i> 'Green Vase'	Green Vase Zelkova
ORNAMENTAL TREES	
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Magnolia stellata</i>	Star Magnolia
<i>Prunus x yedoensis</i>	Yoshino Cherry
<i>Prunus serrulata</i> 'Kwanzan'	Kwanzan Flowering Cherry
EVERGREEN TREES	
<i>Cryptomeria japonica</i>	Japanese Cedar
<i>Cupressus arizonica</i> 'Carolina Sapphire'	Carolina Sapphire Arizona Cypress
<i>Magnolia grandiflora</i> 'Bracken's Brown Beauty'	Bracken's Southern Magnolia
<i>Quercus virginiana</i>	Live Oak
<i>Thuja standishii</i> x <i>plicata</i> 'Green Giant'	Green Giant Arborvitae
EVERGREEN SHRUBS	
<i>Azalea indica</i> 'Mrs. G.G. Gerbing'	Mrs. G.G. Gerbing Azalea
<i>Buxus</i> 'Wintergreen'	Wintergreen Boxwood
<i>Cleyera japonica</i>	Japanese Cleyera
<i>Distylium</i> 'Vintage Jade'	Vintage Jade Distylium
<i>Ilex cornuta</i> 'Carissa'	Carissa Holly
<i>Ilex crenata</i> 'Soft Touch'	Soft Touch Holly
<i>Ilex vomitoria</i> 'Nana'	Dwarf Yaupon Holly
DECIDUOUS SHRUBS	
<i>Abelia x grandiflora</i>	Glossy Abelia
<i>Berberis thunbergii</i> 'Crimson Pygmy'	Crimson Pygmy Japanese Barberry
<i>Euonymus alatus</i>	Burning Bush
<i>Hydrangea</i> var.	Hydrangea
<i>Spiraea</i> var.	Spiraea
<i>Viburnum carlesii</i>	Koreanspice Viburnum
PERENNIALS AND ORNAMENTAL GRASSES	
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Dryopteris erythrosora</i>	Autumn Fern
<i>Hemerocallis</i> 'Stella de Oro'	Stella de Oro Daylily
<i>Hosta</i> 'Patriot'	Patriot Hosta
<i>Liriope muscari</i> variegata	Varigated Lillyturf
<i>Miscanthus sinensis</i> 'Morning Light' or 'Purpurescens'	Morning Light or Purple Maiden Grass
<i>Muhlenbergia capillaris</i>	Pink Muhly Grass
<i>Pennisetum alopecuroides</i>	Fountain Grass
<i>Rudbeckia fulgida</i> 'Goldsturm'	Goldsturm Black-eyed Susan
*NOTE: New markets may warrant alternative plant selection due to availability and hardiness	

2. The development will include a continuous perimeter fence, which shall be installed along the public right-of-way. Refer to Exhibit F and the PDD Development Plan. At designated entry points, the fence design and/or height may be modified or reduced to provide a welcoming entry experience. Where appropriate, the fence requirement at these entry points may be exempted.

F. Parking

1. Section 64-197(g) is superseded by the following parking regulations.
 - a. Each unit will have four (4) parking spaces: two (2) garage spaces and two (2) driveway spaces.
 - b. Parking within the Private Drives is prohibited.
 - c. Visitor parking is provided at a minimum of 20% of the total number of units. Visitor parking will be distributed throughout the four quadrants of the community.
 - d. Parking will not be allowed between the public ROW and the rear of buildings

G. Building and Architectural

1. The buildings and architectural elements shown on the Conceptual Renderings and Floor Plans in Exhibit D are for illustrative purposes only and not intended to be design and architectural requirements.
2. The SFR Community will incorporate at least two (2) of the design standards listed in section 64-197(i)(1)(b) and comply with the following.
 - a. Exterior materials may include:
 - i. Stone Veneer – Accent areas on front elevations
 - ii. Roof-
 1. Dimensional 30-year asphalt shingles- Weathered wood
 2. Asphalt or laminate Shingle Roof
 - iii. High-quality vinyl siding (of at least .042 inches (42 mils) in thickness) and trim in the following profiles:
 1. Horizontal lap siding
 2. High-quality vinyl molded to replicate wood shakes
 3. Vinyl corner trim
 4. Vinyl decorative Louvers and
 - iv. Front and side elevations of all principal structures may incorporate vinyl siding with a combination of stone veneer and shake siding accents.
 - v. Rear elevations of all principal structures may incorporate vinyl siding.

- vi. Garage doors may be carriage style, raised panel pan steel doors with and without windows and shall be a minimum of 16 feet in width
- vii. Carriage-style lighting fixtures may be provided on both sides of the garage door of each unit
- viii. Elevations may also include variations in the siding color palate.
- ix. 3D-printed concrete Walls
- x. Metal or cement board sidings with faux wood finish.
- xi. Vinyl or fiberglass windows and sliders.

H. Signage

- 1. Signage will comply with RHD zoning district standards for signage.
- 2. Identification signage will be constructed at the entrances in monument style and will be enhanced with landscaping. The identification signage will incorporate the building materials and color palette used in the SFR Community.
- 3. Standard Monument Signage Example
 - a. 40 Square Foot Double-Sided Sign
 - i. Aluminum Sign Cabinet
 - 1. Aluminum painted
 - 2. Internally illuminated with 120v
 - ii. Dimensional Elements
 - 1. “SFR Community”: 3” deep channel letters, internally lit
 - 2. Neighborhoods: ½” push through, internally lit
 - 3. Tree: 3” deep channel, internally lit
 - i. Returns of letters to be white
 - iii. Aluminum or 3D Printed Base
 - 1. Aluminum Base with “cut granite” or 3D Printed Base
 - 2. High Density Urethane (HDU) attached
 - 3. HDU panel matches prototype sign design
 - iv. Location

1. Oriented perpendicular to the Right of Way
- b. 12 Square Foot Double-Sided Sign
 - i. Polymetal Sign Blade
 1. Aluminum painted
 2. Installed on two metal 4x4' posts

I. Sign Standards

1. Standards are to reflect most case scenarios; however, the civil plan should be referred to for any additional requirements.
 - a. Speed limit and accessible signs are regulatory and not branded.
 - b. Accessible signs are required to be 60" from base to bottom of sign.
 - c. Speed Limit
 - i. 12MPH
 - ii. 1 sign per entryway
 - d. Street Parking Prohibited
 - i. 1 sign per entryway
 - ii. Attach below Speed Limit
 - e. Accessible Signs
 - i. New signs include van accessible wording
 - ii. 1 per accessible spot
 1. Mail Kiosk mandatory
 2. Parking by office mandatory
 - f. Pond Signs
 - i. 1 sign per basin
 - ii. Size and access points may require additional sign
 - g. Solicitation, etc.
 - i. 1 sign per neighborhood
 - h. Visitor Parking
 - i. 1 visitor parking sign for 5 or less spots.
 - ii. 2 visitor parking signs for 6 or more spots
 - i. Fines Placard
 - i. As required by civil/municipality

J. Sign Process

1. Lease Up Communities
 - a. Construction manager to complete inventory list
 - b. Order signs through sign vendor
 - c. Sign vendor installs
 - i. All internal signs are at 60" to base and on a white sleeved post
 - d. Install on a 4 x 4 sleeved post
 - i. With exception to stop signs and street blades.

K. Stabilized:

1. Order replacement signs through Redwood Sign Portal
2. Replacement signs (not including accessible) install at current height
3. Install on a white 4 x 4 sleeved post
 - a. With exception to stop signs and street blades.
 - b.

L. Fencing

1. Perimeter fencing will be provided as described in Section III. E.
2. Fencing will be provided around the swimming pool with a minimum height of four (4) feet per City Code.

IV. PHASING AND PUBLIC ROADWAY CONSTRUCTION

- A. The SFR Community may be developed in one or multiple phases, without committing or showing a specific phase line(s) within the PDD Development Plan.
 1. An access easement shall be established between the two lots to provide shared ingress, egress, and any necessary utilities for both phases.
- B. The SFR Community abutting Lincoln Lane is not responsible for participating in the dedication of ROW and cost participation of Lincoln Lane roadway construction.
- C. The SFR Community may be developed, constructed and a certificate of occupancy may be issued prior to the dedication of ROW and construction of Lincoln Lane provided that the other points of access to public ROW's depicted on the PDD Development Plan are open and accessible.
- D. The ROW dedication on Maple Street and City Line Road occurred in 2019 via recorded document number 2019-004099. The ROW dedications along Maple Street and City Line Road of five (5) feet and ten (10) feet, respectively, are shown on the Preliminary Plat (PP-19-01) and the PDD Development Plan.

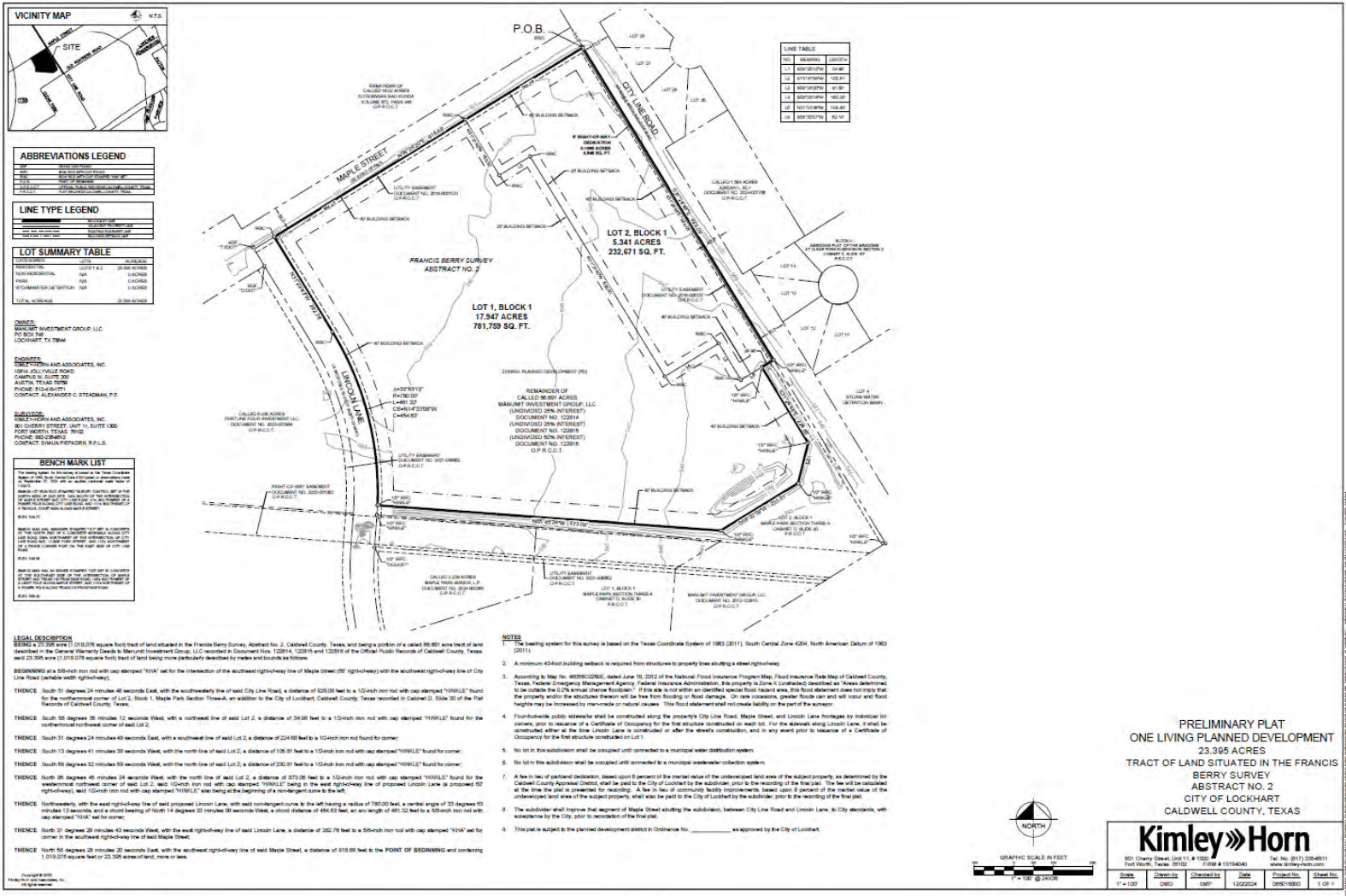
V. EXHIBITS

- A. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:
 1. Exhibit A: Legal Description – Preliminary Plat
 2. Exhibit B: PDD Development Plan
 3. Exhibit C: Private Drives and International Fire Code (IFC) Requirements with Local Amendments for Reference
 4. Exhibit D: Conceptual Renderings and Floor Plans
 5. Exhibit E: Signage
 6. Exhibit F: Fence Example

EXHIBIT A

LEGAL DESCRIPTION – Preliminary PLAT

NOTE: This is to show the property under contract and the preliminary plat will be included once completed



BEING a 23.395 acre (1,019,076 square foot) tract of land situated in the Francis Berry Survey, Abstract No. 2, Caldwell County, Texas, and being a portion of a called 56.691 acre tract of land described in the General Warranty Deeds to Manumit Investment Group, LLC recorded in Document Nos. 122814, 122815 and 122816 of the Official Public Records of Caldwell County, Texas, said 23.395 acre (1,019,076 square foot) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "KHA" set for the intersection of the southeast right-of-way line of Maple Street (variable width right-of-way) with the southwest right-of-way line of City Line Road (80' right-of-way), said 5/8-inch iron rod with cap stamped "KHA" also being an interior corner of a called 0.452 acre tract of land described in the Warranty Deed to the City of Lockhart recorded in Document No. 2019-004099 of said Official Public Records of Caldwell County, Texas;

THENCE South 31 degrees 24 minutes 48 seconds East, with a common southwesterly line of said City Line Road and the southeasterly line of the said called 0.452 acre tract of land, a distance of 929.09 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for the northernmost corner of Lot 2, Block 1, Maple Park Section Three-A, an addition to the City of Lockhart, Caldwell County, Texas recorded in Cabinet A, Slide 30 of the Plat Records of Caldwell County, Texas;

THENCE South 58 degrees 35 minutes 12 seconds West, with a northwest line of said Lot 2, a distance of 34.98 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for the northernmost northwest corner of said Lot 2;

THENCE South 31 degrees 24 minutes 48 seconds East, with a southwest line of said Lot 2, a distance of 224.68 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for corner;

THENCE South 13 degrees 41 minutes 38 seconds West, with the north line of said Lot 2, a distance of 105.81 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for corner;

THENCE South 58 degrees 32 minutes 59 seconds West, with the north line of said Lot 2, a distance of 230.81 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for corner;

THENCE North 85 degrees 45 minutes 24 seconds West, with the north line of said Lot 2, a distance of 873.06 feet to a 1/2-inch iron rod with cap stamped "HINKLE" found for the westernmost northwest corner of said Lot 2, said 1/2-inch iron rod with cap stamped "HINKLE" also being at the beginning of a non-tangent curve to the left with a radius of 780.00 feet, a central angle of 33 degrees 53 minutes 13 seconds, and a chord bearing and distance of North 14 degrees 33 minutes 08 seconds West, a chord distance of 454.63 feet, said 1/2-inch iron rod with cap stamped "HINKLE" also being in the east right-of-way line of proposed Lincoln Lane (a proposed 60' right-of-way);

THENCE Northwesterly, with the east right-of-way line of said proposed Lincoln Lane, with said non-tangent curve to the left, an arc distance of 461.32 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner;

THENCE North 31 degrees 29 minutes 43 seconds West, with the east right-of-way line of said proposed Lincoln Lane, a distance of 282.76 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the common southeast right-of-way line of said Maple Street and the southeast line of the said called 0.452 acre tract;

THENCE North 58 degrees 28 minutes 20 seconds East, with the common southeast right-of-way line of said Maple Street and the southeast line of the said called 0.452 acre tract of land, a distance of 918.68 feet to the POINT OF BEGINNING and containing 1,019,076 square feet or 23.395 acres of land, more or less.

Note: Bearings are based on the Texas Coordinate System of 1983 (NAD83) (NA2011), South Central Zone (4204) based on observations made on September 30, 2024. Distances are surface values using a grid to surface factor 1.00013.

That I, Shaun Marvin Piepkorn, Registered Professional Land Surveyor in the State of Texas, does hereby attest that this legal description accurately represents the property from an survey performed on the ground under my direct supervision.



Shaun Marvin Piepkorn
Registered Professional Land Surveyor
Texas No. 6432
Kimley-Horn and Associates, Inc.
November 4, 2024
TBPELS Firm No. 10194040



EXHIBIT B

PDD DEVELOPMENT PLAN

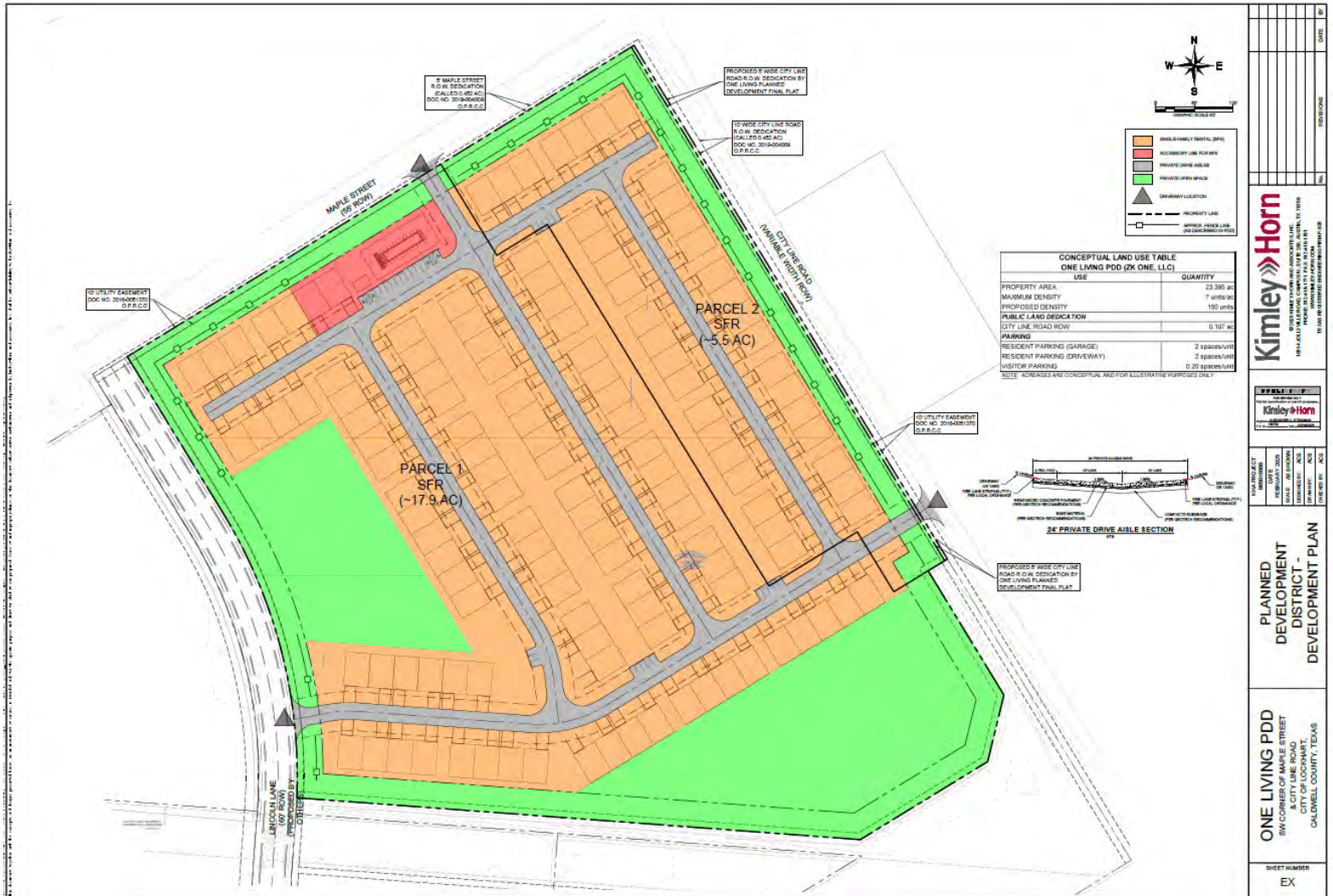


EXHIBIT C

PRIVATE DRIVES CROSS-SECTION

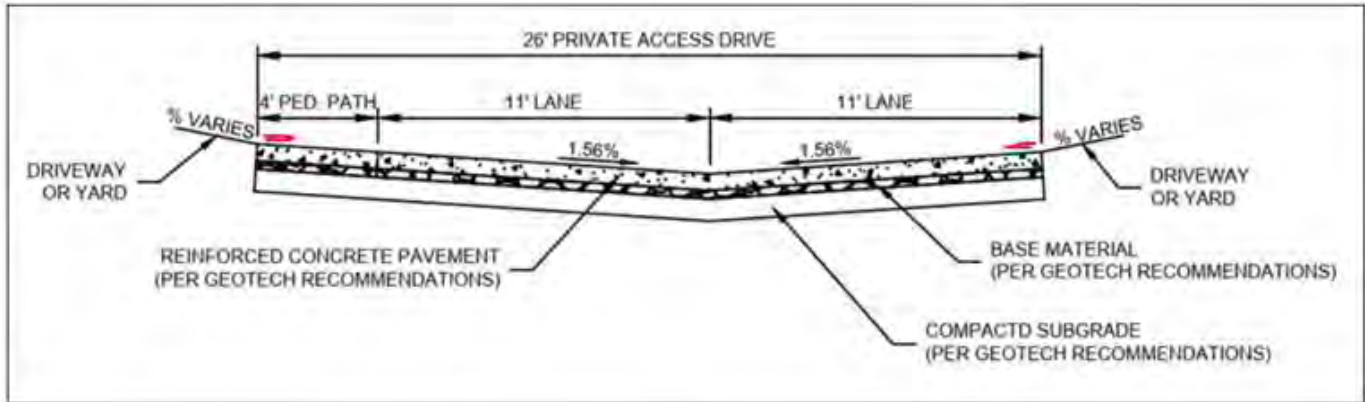


EXHIBIT D

CONCEPTUAL RENDERINGS AND FLOOR PLANS









EXHIBIT E SIGNAGE

Main Entry Sign on Maple Street – 40 square feet



Entry Signs other than Main Entry Sign – 12 square feet

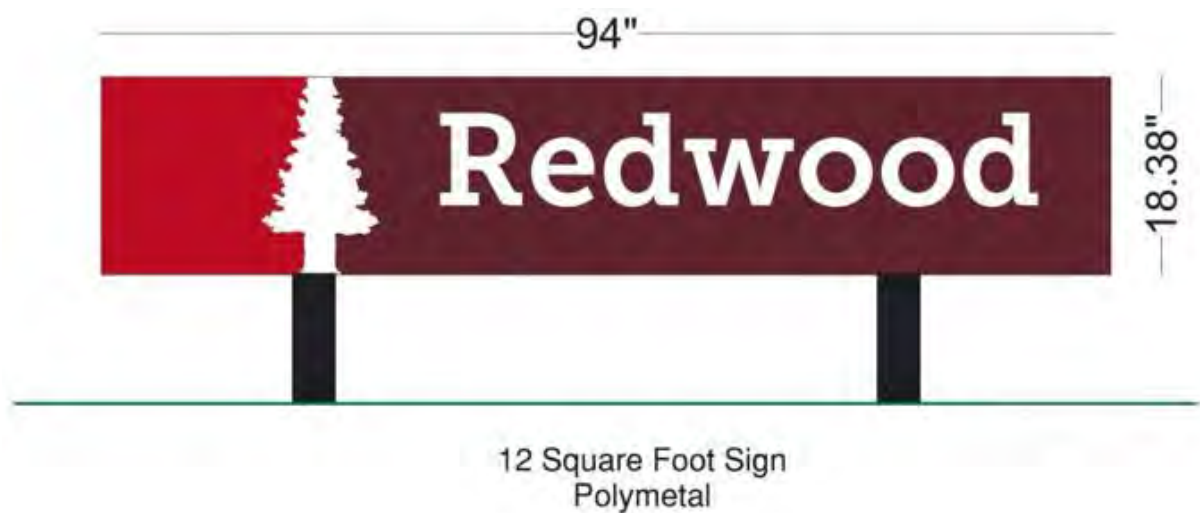
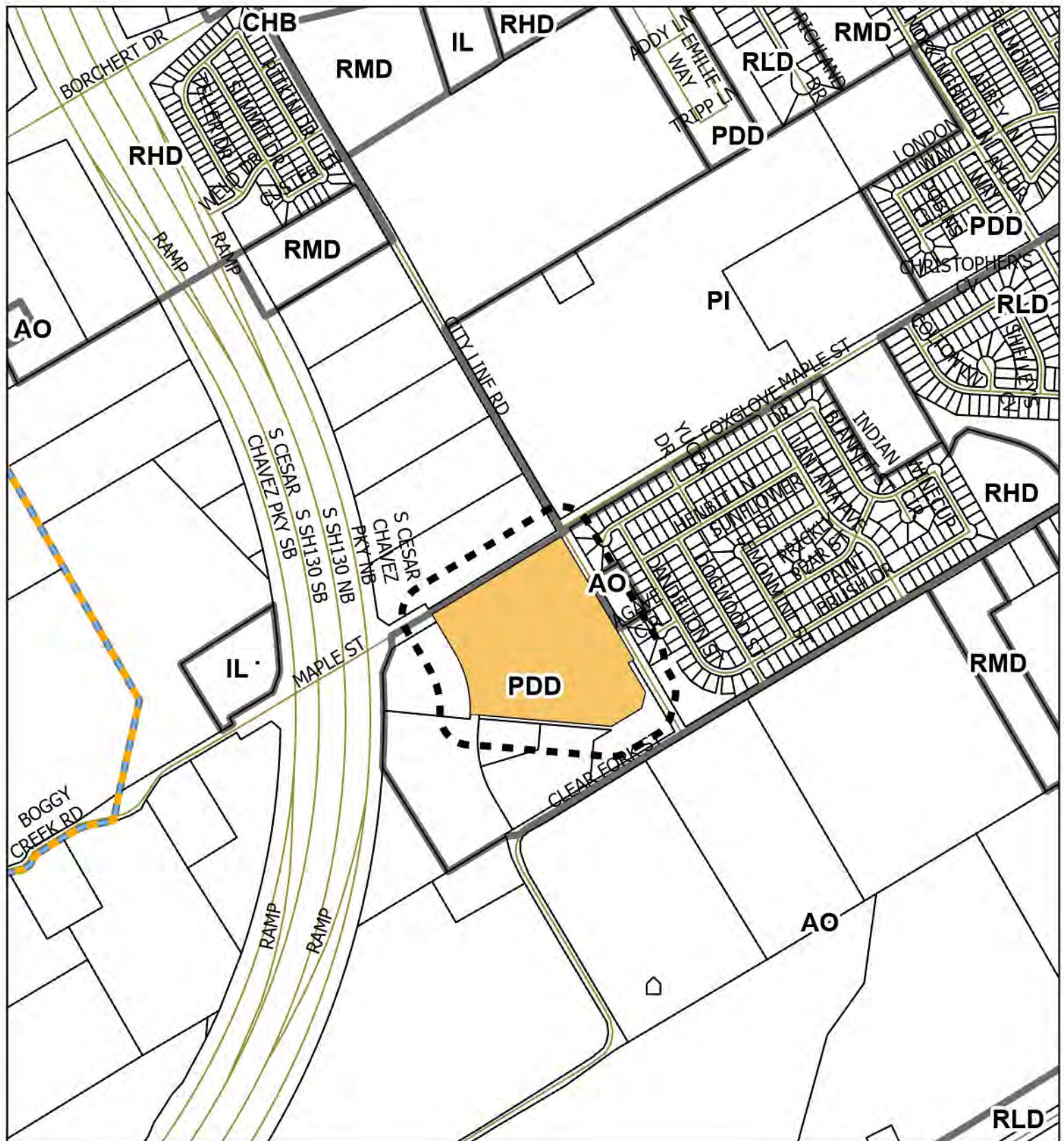


EXHIBIT F

Fencing Example





ZC-24-09

PDD TO PDD

1800 BLK MAPLE ST & 700 BLK CITY LINE RD



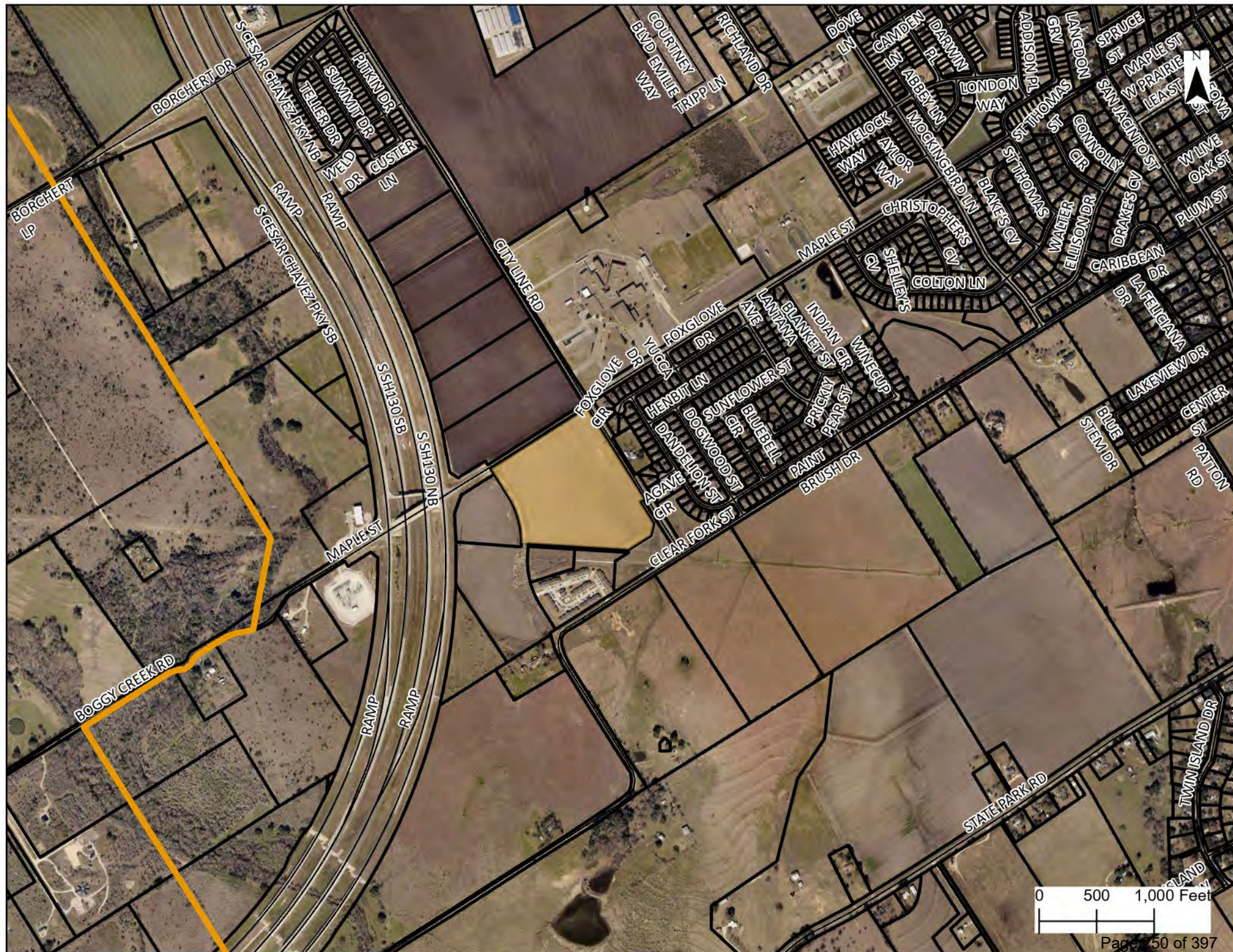
SUBJECT PROPERTY

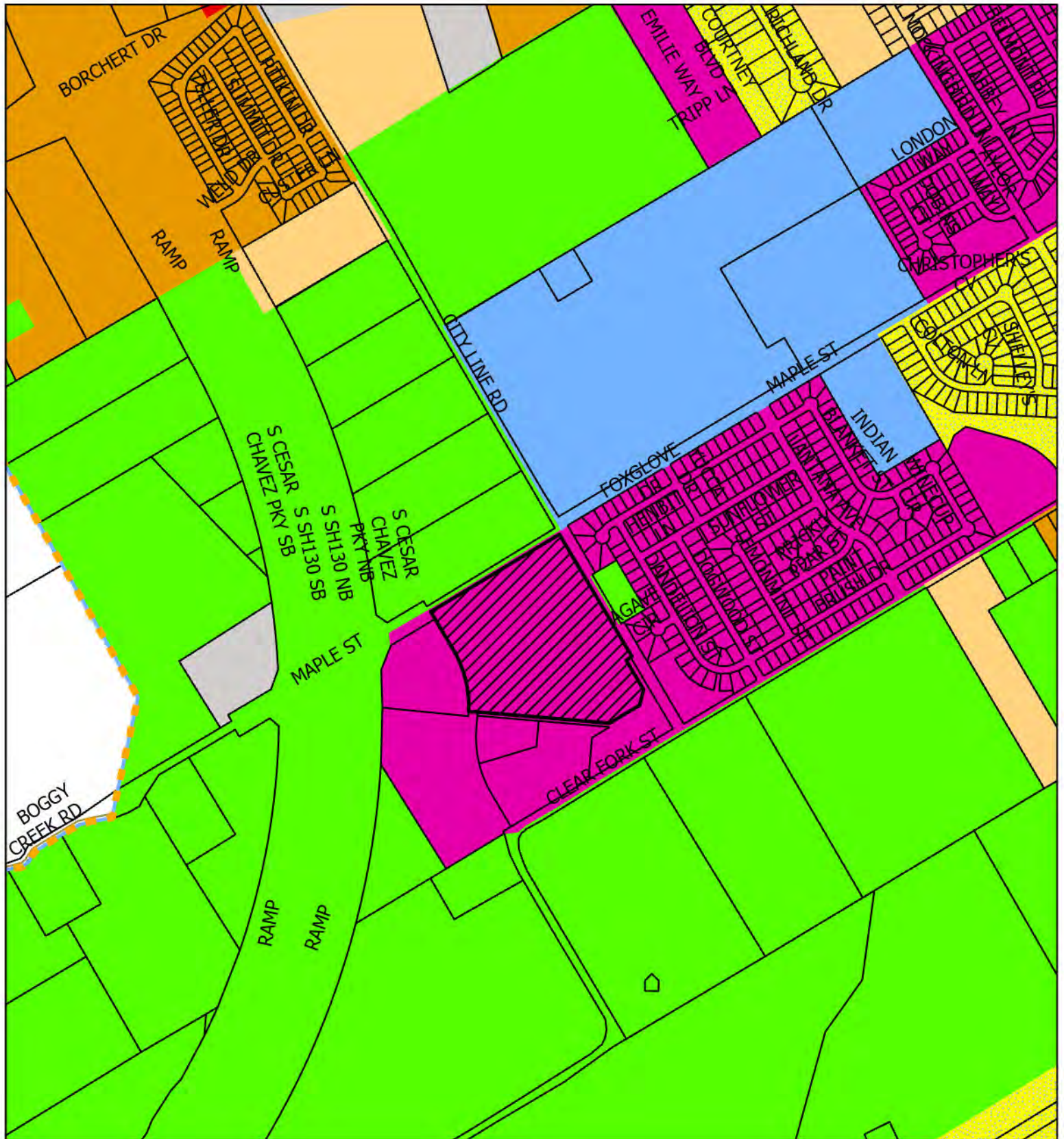


ZONING BOUNDARY



LOCKHART CITY LIMITS





ZC-24-09

PDD TO PDD

1800 BLK MAPLE ST & 700 BLK CITY LINE RD



■	AO	■	MH
■	CCB	■	PDD
■	CHB	■	PI
■	CLB	■	RHD
■	CMB	■	RLD
■	IH	■	RMD
■	IL		

CASE SUMMARY

STAFF CONTACT: David Fowler, AICP, Planning Director CASE NUMBER: ZC-24-09 and PDD-24-04
REPORT DATE: February 27, 2025
PLANNING & ZONING COMMISSION DATE: February 26, 2025
STAFF RECOMMENDATION: **Approval**
PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**
SUGGESTED CONDITIONS: None

BACKGROUND DATA

ENGINEER: A.C. Steadman, Kimley Horn Engineering
SURVEYOR: Kimley Horn Engineering
APPLICANT: Michele Haussmann, Land Use Solutions
OWNER: Manumit Investment Group, LLC
SITE LOCATION: 1800 Block of Maple Street and 700 Block of City Line Road
SUBDIVISION NAME: 23.395 acres in the Francis Berry Survey Abstract No. 2
SIZE OF PROPERTY: 23.395 acres
NUMBER OF LOTS: Two
EXISTING USE OF PROPERTY: Vacant/Agricultural
ZONING CLASSIFICATION: PDD (Planned Development District, PDD-19-01)

ANALYSIS OF ISSUES

PROPOSED DEVELOPMENT: Zoning Change ZC-24-09 is a request for rezoning from PDD to PDD. The case is to be considered simultaneously with Planned Development District case PDD-24-04, which is a new Planned Development District called One Living. The property's current zoning is PDD under the Maple Park PDD (PDD-19-01). The proposed PDD would remove the subject property from the Maple Park PDD and make it the sole area of a new PDD. The zoning change and PDD development plan were considered concurrently at the Planning and Zoning Commission, since the zoning is conditional upon the project being developed as depicted on the plan.

The proposed development is 23.395 acres with 150 one-story single-family rental units grouped into structures each having between two and six units. The project is proposed to be designed and managed similarly to how multifamily projects are, but with a single-family neighborhood appearance. The PDD's 150 units will be placed upon 14.25 acres, for a total density of seven units per acre. The site plan shows 0.65 acres of accessory uses, for purposes like amenities, a pool, and mailroom. Additionally, 5.95 acres are designated for private open space. Circulation is provided by 24-foot-wide private drives with four-foot pedestrian paths and connections to City Line Road, Maple Street, and the future Lincoln Lane. The proposed project will have a continuous perimeter fence along the public right-of-way, with breaks for project entry points.

The project's plat shows that the development will be broken into two lots of 5.448 acres and 17.947 acres. The large lot on the western side of the site will contain homes, the open space area, and the section designated for accessory uses. The small lot will feature homes only. The Applicant has stated that the project will consist of two lots to assist with financing the project.

Design features of the proposed PDD describe a community with one-story buildings, joined in two to six-unit clusters. Shade trees are included at one per unit and one per 40 feet of public street frontage. The

units will have landscaping at the unpaved portions of the building facades. Each unit will have four off-street parking spaces – two in the driveway and two in the attached garage; there will be no on-street parking allowed on the PDD’s private drives. The dwelling units will meet two of the 64-197(i) design standards and will meet additional material and design requirements on a list developed by the Applicant. Additional details of the development’s characteristics are in the table below, copied from the PDD District Regulations draft. The PDD package includes descriptions for 40-square foot monument signs at development entrances. There are additional signs described for leasing, parking, speed limit, and circulation signs.

PDD Development Standards:

Development Type	Max. Dwelling Units Per Structure	Building Coverage	Max. Dwelling units Total	Min. Lot Area (acres)	Min. Lot Dimensions (ft.) Width Depth	Max. dwelling units per acre	Min. Building Setback (ft.)			Max. Height Stories Feet	Min. Off-Street Parking Spaces Per Dwelling Unit
							Front from Private Drive to Building	Side from Building to Building	Rear from Building to Building or Building to Property Boundary along ROW		
SFR, Single-family rental	7	50%	150	5	120 125	7	15	10	40	1 story	2 garage spaces and 2 driveway spaces per unit and 20% of total number of units

Pedestrian circulation within the development will be provided by a four-foot-wide path on one side of all private drives. Open space is provided in excess of the eight percent required for multifamily uses and additional amenity spaces will be provided for residents. Connection of the proposed pedestrian paths and amenity space to the City’s planned hike/bike trail to the northeast of the property will be provided to the nearest alignment possible. Visitor parking will be provided at one space per 20% of the development’s units. Although not listed in the PDD, sidewalks will be required along all public streets which the development will abut.

The proposed PDD has access on City Line Road, Maple Street, and on the future Lincoln Lane. Because Lincoln Lane is part of the neighboring PDD and there is no guarantee of its completion date, the PDD development standards are written to ensure that the project can proceed with access to the former two roads and stub out the proposed Lincoln Lane connection. The PDD also includes a clause allowing for the dwelling units to be constructed in multiple phases, as mentioned above. This is further detailed to note that an access easement will be established between the phases to allow for utilities and ingress/egress.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed use is consistent the Single-Family attached or Large Multi-Family land use categories in the Lockhart Looking Forward Comprehensive Plan. Both land uses are considered appropriate within the City Line District in which the property is located.

NEIGHBORHOOD COMPATIBILITY: The subject property lies west across City Line Road from a single-family residence facing City Line Road and from a cul-de-sac within the Clearfork Meadows single-family subdivision. To the south is a senior living facility similar in appearance to the proposed development. There is additional space between the subject property and the senior living facility which is intended to be an expansion of the facility at a later date. To the northeast of the property is Lockhart Jr. High School. To the west is the proposed Lincoln Lane and future commercial development of the Maple Park PDD. The area across Maple Street to the north is undeveloped.

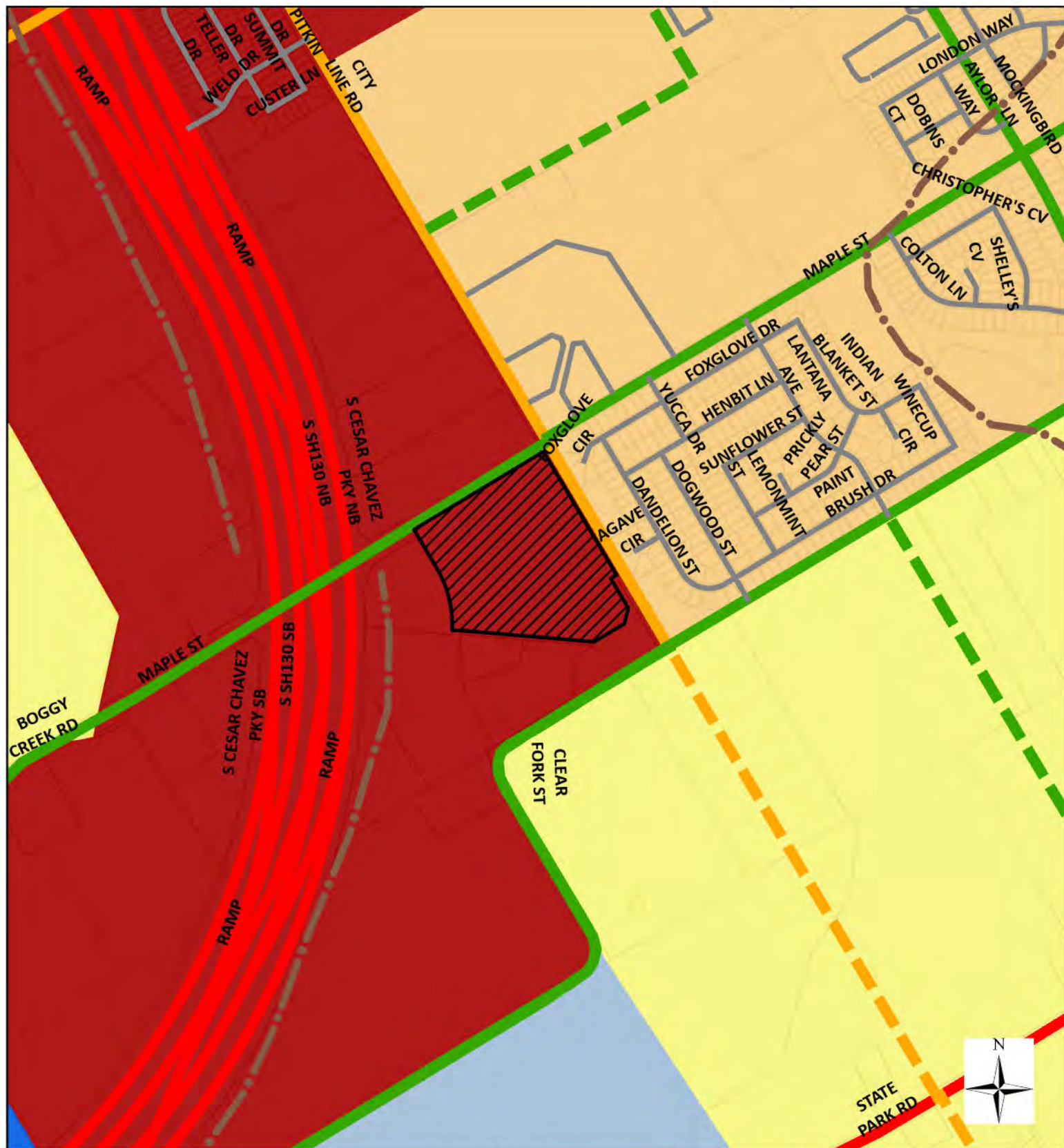
The greatest impact of the proposed project will likely be traffic generated by the dwelling units. The trip generation of the proposed use will be lower than the commercial use previously proposed for the site under the Maple Park PDD. The development is proposed to be dark-sky compliant, so the impact of night lighting should not be an issue. Including denser residential uses between the commercial SH-130 frontage and the existing neighborhoods will provide a buffer to the area east of City Line Road.

FORM AND CONTENT: The PDD Development Plan conforms to all minimum requirements for form and content. There are no deficiencies.

COMPLIANCE WITH STANDARDS: The proposed development will dedicate a five-foot-wide section along City Line Road to meet the ROW width standards for the subject property's frontage. Maple Street will be widened to meet City collector street standards prior to plat recordation. A public sidewalk will be built along the public street frontages as noted on the property's preliminary plat. Additionally, a sidewalk along Lincoln Lane is planned to be constructed when the roadway is built. The proposed PDD standards are designed to exceed the regular single-family and multifamily design and parking standards. The proposed lot, landscaping, and sign standards are coordinated with the overall project design to achieve a cohesive neighborhood.

ADDITIONAL REQUIREMENTS: None

STAFF RECOMMENDATION: Approval



FUTURE LANDUSE & THOROUGHFARES

PDD TO PDD

1800 BLK MAPLE ST
& 700 BLK CITY LINE RD

Future Land Use

- Low Density Residential
- Mid-Density Infill
- Mixed Use - Regional
- Mixed Use - Local
- Regional Corridor

- Local Corridor
 - Employment
 - Industrial
 - Unplanned Area
- Thoroughfares**
- Major Arterial
 - Minor Arterial

- Collector
- Local
- Proposed Minor arterial
- Proposed Collector
- Hike Running Trail



CITY OF
Lockhart
TEXAS

ZONING CHANGE APPLICATION

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

APPLICANT/OWNER

APPLICANT NAME Michele Haussmann
DAY-TIME TELEPHONE 512-212-4114
E-MAIL michele@landusesolutionstx.com

ADDRESS 5612 Parade Ridge
Austin, TX
78731

OWNER NAME Manumit Investment Group, LLC.
DAY-TIME TELEPHONE Manumit Investment Group, LLC.
E-MAIL Manumit Investment Group, LLC.

ADDRESS P. O. BOX 7 46
Lockhart, TX 78644

PROPERTY

1800 B11L & 700 B11L

ADDRESS OR GENERAL LOCATION Maple Park and City Line Road

LEGAL DESCRIPTION (IF PLATTED) 23.395 acre track of land situated in the Francis Berry Survey Abstract No. 2, Galdwell County, Texas

SIZE 23.395 ACRE(S) LAND USE PLAN DESIGNATION Residential, Low Density

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

PROPOSED NEW USE, IF ANY Single Family Rental Community

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION PDD

TO PROPOSED ZONING CLASSIFICATION PDD

REASON FOR REQUEST See enclosed Applicant's Summary Letter

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

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

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

APPLICATION FEE OF \$ 4,759.²⁵ PAYABLE TO THE CITY OF LOCKHART.

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE 

DATE 11-6-24

OFFICE USE ONLY

ACCEPTED BY EVAN OLSZEWSKI

RECEIPT NUMBER R01332026

DATE SUBMITTED 11/6/2024

CASE NUMBER ZC - 24 - 09

DATE NOTICES MAILED 2/7/2025

DATE NOTICE PUBLISHED PDD-24-09
2/12/2025

PLANNING AND ZONING COMMISSION MEETING DATE 2/26/2025

PLANNING AND ZONING COMMISSION RECOMMENDATION _____

CITY COUNCIL MEETING DATE 3/4/2025

DECISION _____

Date 11/6/2024

Mr. David Fowler, Planning Director

City of Lockhart

VIA Electronic Delivery David.Fowler@Lockhart-tx.org

Re: Representative Authorization for Zoning and Subdivision Applications for Project known as One Living consisting of approximately 23.395 acres located at the southwest corner of the intersection of Maple Street and City Line in the City of Lockhart, Caldwell County, Texas ("Property")

Dear Mr. Fowler:

The purpose of this correspondence is to provide authorization to Michele Haussmann with Land Use Solutions and AC Steadman with Kimley Horn to act as representatives in the Zoning and Subdivision applications for the above stated Property.

I hereby declare that I represent the owner of the property associated with the requested Zoning and Subdivision applications and have authority to assign the designated representative.

Sincerely,

Manumit Investment Group, LLC

By: Jeffrey L Pence
Name: Jeffrey L Pence
Title: Owner

**REGULAR MEETING
LOCKHART CITY COUNCIL**

FEBRUARY 20, 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
David Fowler, Planning Director
Gary Williamson, Police Chief

Patty Akers, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director
Bob Leos, Electric Superintendent

Citizens/Visitors Addressing the Council: Ashley Rios of Hays-Caldwell Women's Center; Rachel Sotelo of Lockhart Independent School District; Blake Reed; Ben and Laura Siegel; Rebecca Hawener; Michel Royal; Christine Ohlendorf; Julie Ohlendorf; Arturo Zaldivar; Mary Lou Wygant; Kevin Thuerwaechter; Edward David Schunck; Laura Roberts; Anita Baldrige; Theresa Ramirez; Ronda Reagan; John Flores; Rita Flores; Paul Rodriguez; Susan Petty; Kara McGregor; Garret and Brooke Mauer; Levi Garret; Jana Sensat; Donna Daniels; and Len Gabbay.

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 OF A PROCLAMATION DECLARING FEBRUARY 2024 AS DOMESTIC VIOLENCE AWARENESS MONTH.

Mayor White presented the proclamation to Ashley Rios of the Hays-Caldwell Women's Center.

B. PRESENTATION OF A PROCLAMATION PROCLAIMING FEBRUARY 1-29, 2024 AS CAREER AND TECHNICAL EDUCATION MONTH IN LOCKHART.

Mayor White presented the proclamation to Rachel Sotelo of Lockhart Independent School District of the Career and Technical Education Program.

C. PRESENTATION BY POLICE CHIEF WILLIAMSON REGARDING THE 2023 RACIAL PROFILING REPORT.

Chief Williamson stated that State law requires collection of information relating to motor vehicle stops in which a citation or warning is issued and for arrests made due to traffic stops. In addition, State law requires the following:

1. A comparative analysis of the information compiled;
2. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and person who are not recognized as racial or ethnic minorities;

3. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including searches resulting from stops within the applicable jurisdiction;
4. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered during those searches and whether the individual detained consented to the search;
5. Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency was engaged in racial profiling;
6. Whether the peace officer knew the race or ethnicity of the individual detained before detaining the individual;
7. Whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
8. Location of the stops; and
9. The reason for the stops.

D. DISCUSS CONTRACT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) FOR ELECTRIC SUBSTATION INSPECTION, MAINTENANCE, AND TESTING.

Mr. Leos stated that the current contract with LCRA is set to expire March 1, 2024. The contract permits LCRA to provide maintenance, testing and inspections at the FM20 and Clearfork Electric Substations. LCRA will conduct visual inspections of the electric lines and other components, in addition to maintenance of the equipment. Monthly tests of the breakers are conducted to assure that they are operating properly. If extensive repairs are required, LCRA will do the repairs for an additional cost. The cost for service in the proposed agreement is \$9,165 annually, or \$45,823 total over the 5-year agreement.

E. DISCUSS RESOLUTION 2024-07 AUTHORIZING EXPENDITURES FOR TEMPORARY SHELTER DURING EXTREME WEATHER EVENTS AND PROVIDING A STANDARD SHELTER AND CARE AGREEMENT.

Mr. Resendez stated that a local church opened as a voluntary warming shelter during the recent extreme winter weather experienced the weekend of January 13, 2024. An informal request for reimbursement for incremental costs incurred for operating as a temporary shelter was requested. The City's adopted Emergency Management Plan recognizes the need for temporary shelter where "the primary objective is to provide protection from the weather, comfortable seating, and access to restrooms," and identifies "churches are also frequently used as shelters." Providing financial assistance to defray the incremental costs of voluntarily operating as a temporary shelter and adopting a template Shelter and Care Agreement will facilitate the effective implementation of shelters during future extreme weather events. Eligible costs include, but are not limited to, utility expenses (water, wastewater, electricity, and natural gas), and the provision of food, water, and blankets. If approved, a budget adjustment of \$1,000 would be allocated to a new line item in the FYE 2024 Mayor/Council adopted department budget for Emergency Management Expenses. There was discussion.

F. DISCUSS THE 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 outlining member eligibility as well as board purpose, scope, and responsibility is attached. Councilmembers were invited to submit names for nominations to the newly established Board. In accordance with Resolution 2024-02 which establishes a 2-step process for board/commission member appointments, the nominations are being included on the February 20, 2024 Council agenda for consideration of appointment to the board.

During the February 6, 2024 Council moved to nominate the following to the Animal Shelter Advisory Board:

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

G. DISCUSSION REGARDING THE 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 stated that the vote for the nomination will be made during the regular meeting.

H. DISCUSS REQUEST FROM COUNCILMEMBER MICHELSON TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Michelson requested the reappointment of the following:

- Airport Board: Jake McCullough
- Board of Adjustment: Wayne Reeder
- Board of Adjustment Alternate: Lucy Knight
- Construction Board: Ian Stowe
- Lockhart Economic Development Corporation: Doug Foster
- No nomination currently for the Electric Board
- Historical Preservation: Marica Proctor
- Library Board: Donaly Brice
- Parks and Recreation: Russell Wheeler
- Planning & Zoning: Rick Arnic

I. DISCUSS REQUEST FROM COUNCILMEMBER LAIRSEN TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Lairsen requested reappointment of the following:

- Board of Adjustment: Pat Stroka
- Construction Board: Jerry West
- Lockhart Economic Development Corporation: Sally Daniel
- Electric Board: John Voight
- Historical Preservation: Jerry Haug
- Library Board: Jean Clark Fox
- Parks and Recreation: Warren Burnett
- Planning & Zoning: Philip McBride

J. ANNOUNCEMENT OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Westmoreland requested that Arnold Proctor be appointed to the Zoning Board of Adjustment.

Mayor White stated that the vote for the nomination will be made during the next regular meeting.

RECESS: Mayor White announced that the Council would recess for a break at 7:15 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:30 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Councilmember Mendoza gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

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

ITEM 4-B. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION OF APPLICATION ZC-24-01 BY BLAKE REED, AND DISCUSSION AND/OR ACTION TO CONSIDER APPROVAL OF ORDINANCE 2024-06 FOR A ZONING CHANGE FROM CHB COMMERCIAL HEAVY BUSINESS DISTRICT AND AO AGRICULTURAL-OPEN SPACE DISTRICT TO CHB COMMERCIAL HEAVY BUSINESS DISTRICT AND IL INDUSTRIAL LIGHT DISTRICT ON 11.011 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NUMBER 2, LOCATED AT 1820 SOUTH COLORADO STREET (US 183).

Mayor White opened the public hearing at 7:34 p.m. and requested the staff report.

Mr. Fowler stated that the purpose of this zoning change request is to make the commercial frontage on this parcel along South Colorado Street deeper while establishing light industrial zoning for the rear part of the property. The applicant's intent is to create two commercial pad sites along the Colorado Street frontage and a rear industrial lot, with all three lots to be served by a common driveway. The proposed zoning change is generally consistent with the Future Land Use Plan map. As a result of the proposed zoning change, 2.719 acres of the parcel would be zoned CHB and 8.292 acres will be zoned IL. He stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Blake Reed, 2905 Round Table Road, Austin, provided information about the proposed development. He requested approval. He stated that they propose to use the property for retail businesses.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 7:36 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-06, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 4-D. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON AN APPEAL TO THE PLANNING AND ZONING COMMISSION'S APPROVAL OF APPLICATION SUP-23-19 BY BEN AND LAUREN SIEGEL TO CONSIDER APPROVAL OF A SPECIFIC USE PERMIT FOR A LODGING AND BOARDING HOUSE AND SPECIAL EVENTS CENTER ON 0.925 ACRES ZONED RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND LOCATED AT 703 WEST SAN ANTONIO STREET.

Mayor White opened the public hearing at 7:38 p.m. and requested the staff background report.

Mr. Fowler stated that this item is the public hearing regarding the appeal of a Specific Use Permit (SUP) for a Longing and Boarding House and Special Events Center at the property known as The Judge's House at 703 West San Antonio Street. The intent of the application is for the property to serve as an event center hosting weddings and other similar events while having some lodging available to guests. The applicants believe that with the construction of an event hall addition to the east of the current house, the facility could accommodate up to 200 guests, but the site plan shows a rated capacity of 360 people. To accommodate the event center use, the applicant plans to construct a paved driveway with 12 parking spaces on the west side of the lot. The balance of the site's parking needs would be met with a combination of rented offsite parking, shuttle service, and valet parking. The applicant has also agreed to hire Lockhart Police or other security to ensure events are orderly and not violating noise ordinances. The Planning and Zoning Commission approved the SUP request by a vote of 5-2 after several residents spoke with a mix of residents in favor of or in opposition to the SUP request. Since the SUP approval, two residents filed letters for City Council to appeal the P&Z's decision within the required 10-day period after the meeting date. Staff also received at least 15 additional letters of opposition, most of them from nearby property owners and renters at nearby apartments. While the applicants have substantially improved the quality of some of the application materials related to parking and noise, there are still significant concerns regarding the proposed event center's potential effects on neighboring residents and its impact on the overall appearance and function of the West San Antonio Street Corridor.

Mayor White requested the applicants to address the Council.

Ben Siegel, Austin, provided history about he and his wife's passion to renovate historic buildings that are not officially designated historic. They found the Judge's house that they hoped to renovate as an event center. After obtaining an approved building permit for renovations, they were thereafter informed that the property was officially designated as a historic landmark even though they were told that the house was not a designated historic structure during the purchase process. The Lockhart City Council thereafter approved the reversal of the historic designation. He provided information about their plans to renovate the building.

Lauren Siegel, Austin, thanked citizens that met with them about the proposed project. She provided details about their plans to renovate the house to be used as an event venue.

Mayor White requested citizens to address the Council:

Rebecca Hawener, 625 W. San Antonio Street, spoke in favor of the concept of the applicant's design but spoke against an event venue in the neighborhood.

Michele Royal, 629 Cibola, expressed concern about the proposed use of the house. She stated that the proposed event venue and parking issues are not compatible with the neighborhood.

Christine Ohlendorf, 815 W. San Antonio Street, stated that she opposes the proposed event venue. She stated that the parking, use of the historic building and traffic would be unsafe in the neighborhood. She stated that if approved, the home would be commercial use instead of a residence. She requested denial of the event venue.

Julie Ohlendorf, 110 S. Medina, spoke against the specific use permit. She stated that she believed that the proposed event venue would affect the elderly neighbors negatively in regard to noise and unsafe traffic.

Arturo Zaldivar, 809 Campbell Street, expressed concern about unsafe traffic and parking issues that would be generated with the proposed event venue.

Mary Lou Wygant, 646 Bois D'Arc Street, stated that she moved from Austin to Lockhart to get away from congested neighborhoods. She expressed concern about the unsafe traffic that would be generated and requested that the home remain a residence.

Kevin Thuerwaechter, 409 W. San Antonio Street, stated that he currently lives across the street of a wedding venue. Even though they do not have daily events, the noise and traffic is unbearable during the wedding events. He spoke against the specific use permit.

Edward David Schunck, 714 San Antonio Street, spoke against the proposed event venue. He expressed concern about the noise and unsafe traffic that would be created with the proposed event center. He requested that the property remain residential.

Laura Roberts, 610 W. San Antonio Street, stated that she is a resident of the senior living houses. She expressed concern of the unsafe traffic and noise that would be generated with the proposed event venue.

Anita Baldrige, 610 W. San Antonio Street, spoke against the specific use permit and stated that the house should remain a residence. She expressed concern about unsafe neighborhood disruption, unsafe traffic, parking issues, and noise.

Teresa Ramirez, 722 W. San Antonio Street, spoke against the specific use permit because of the unsafe traffic, parking on the street and noise.

Ronda Reagan, 412 W. San Antonio Street, spoke against the specific use permit because of unsafe traffic, parking and noise.

John Flores, 1011 S. Medina, stated that for many years, the elected and public officials' goal was to maintain the integrity and reputation of a small-town community. He stated that the proposed event venue in the historic house is against the small-town reputation. He spoke against the specific use permit and stated that he believed that the proposed use should not be considered in the area.

Rita Flores, 1011 S. Medina, stated that she and her husband own 715 W. San Antonio Street which is next to the Judge's House. She spoke against the specific use permit for the proposed event venue because of unsafe traffic, parking, noise, and the negative affect that those issues will have to the residents of the senior housing across the street.

Paul Rodriguez, 518 Caribbean Drive, speaking on behalf of his mother, Amelia Rizzuto, 629 Fir Lane, spoke against the specific use permit. He expressed concern about the unsafe traffic, noise and trespassing on his mother's property.

Susan Petty, 419 W. San Antonio Street, spoke against the specific use permit of the proposed event venue because of unsafe traffic, noise and loitering.

Kara McGregor, 604 W. San Antonio Street, spoke in opposition of the specific use permit for the proposed event venue. She spoke against the home being used as a business rather than a residence. She expressed concern about unsafe traffic and noise. She requested that the appeal be denied.

Garret Mauer, 1221 Maple Street, spoke positively about the Siegels and stated that he believes that they addressed the concerns that were expressed by the citizens. He requested approval because the Siegels have experience in running a successful and safe business.

Brooke Mauer, 1221 Maple Street, stated that they do not want Lockhart to be the same as Austin yet she supports the Siegels for their proposal. She stated that their initial intent was to move their family into the home. She stated that she believes that the Siegels would do their best to maintain the safety of the neighborhood as they have with their business in Austin, if approved.

Levi Garret, 400 W. Prairie Lea, spoke in favor of the Siegels' plan to preserve the home. He stated that they are good people trying to do a good thing for Lockhart. He requested approval. He stated that he believes that local businesses would benefit from the proposed event venue.

Janice Sensat, 716 W. San Antonio Street, spoke in favor of the specific use permit. She stated that the community and local businesses would benefit from the proposed event venue. She stated that growth is inevitable and requested approval of the specific use permit.

Donna Daniels, 420 W. Prairie Lea Street, stated that someone will develop the property and that she would prefer that it is the Siegels that develop the property at 703 W. San Antonio Street. The project would generate additional taxes and revenue for the community.

Len Gabbay, 420 W. Prairie Lea Street, spoke in favor of the specific use permit. He stated that the Siegels are professionals that he believes would manage the property in a neighborhood friendly manner.

Mayor White requested additional citizens to address the Council. There were none. He closed the public hearing at 9:22 p.m.

There was discussion.

Mayor Pro-Tem Sanchez made a motion to approve the use of the Lodging and Board House and to deny the use of the special event center. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-A. HOLD A PUBLIC HEARING AND DISCUSSION AND/OR ACTION ON A PROPOSED WATERLINE REPLACEMENT PROJECT GRANT APPLICATION FOR FUNDING ALLOCATED FROM THE TEXAS GENERAL LAND OFFICE (GLO) FOR HAZARD MITIGATION PROJECTS.

UPDATE

Mayor White opened the public hearing at 9:46 p.m. and requested the staff background report.

Mr. Resendez stated that the required 14-day public participation period began on February 9, 2024 and concludes February 23, 2024. This public hearing is a component of the public participation process, in addition to postings at City Hall and the city website. At the conclusion of the hearing and City Council approval of the funding application, staff will finalize the application and submit to the Texas General Land Office (GLO) for review and consideration by the February 29, 2024 deadline. The selection of

Grant Administration and Engineering professional services for the project will be considered by City Council at a future meeting.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 9:48 p.m.

Councilmember Michelson made a motion to approve the waterline replacement project grant application, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 4-C. RESUME 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 9:50 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. The public hearing was postponed at the February 6, 2024 meeting to allow community members more time to respond to the major update to the City's lighting standards.

Mayor White requested citizens to address the Council. There were none. He closed the public hearing at 10:05 p.m.

Councilmember Lairsen made a motion to approve Ordinance 2024-05, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

Mayor White announced that the Council would take a short break at 10:05 p.m.

Mayor White announced that the meeting would resume at 10:15 p.m.

ITEM 5-A. DISCUSSION AND CONSIDERATION OF THE 2023 RACIAL PROFILING REPORT.

Councilmember Michelson made a motion to approve the 2023 Racial Profiling Report. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO CONSIDER CONTRACT WITH LOWER COLORADO RIVER AUTHORITY (LCRA) FOR ELECTRIC SUBSTATION INSPECTION, MAINTENANCE, AND TESTING.

Councilmember Lairsen made a motion to approve the contract with LCRA, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER RESOLUTION 2024-07 AUTHORIZING EXPENDITURES FOR TEMPORARY SHELTER DURING EXTREME WEATHER EVENTS AND PROVIDING A STANDARD SHELTER AND CARE AGREEMENT.

Mayor Pro-Tem Sanchez made a motion to approve Resolution 2024-07, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR ACTION REGARDING THE NOMINATIONS TO THE NEWLY ESTABLISHED ANIMAL SHELTER ADVISORY BOARD.

Councilmember Lairsen made a motion to approve the nominations as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

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

ITEM 5-E. DISCUSSION AND/OR ACTION REGARDING THE 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 Lairsen made a motion to appoint Patrick Stroka to the Zoning Board of Adjustment and Appeals. Mayor Pro-Tem Sanchez. The motion passed by a vote of 7-0.

ITEM 5-F. DISCUSSION AND/OR ACTION TO CONSIDER REQUEST FROM COUNCILMEMBER MICHELSON TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Michelson made a motion to reappoint members as listed below. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

- Airport Board: Jake McCullough

- Board of Adjustment: Wayne Reeder
- Board of Adjustment Alternate: Lucy Knight
- Construction Board: Ian Stowe
- Lockhart Economic Development Corporation: Doug Foster
- Historical Preservation: Marica Proctor
- Library Board: Donaly Brice
- Parks and Recreation: Russell Wheeler
- Planning & Zoning: Rick Arnic

ITEM 5-G. DISCUSSION AND/OR ACTION TO CONSIDER REQUEST FROM COUNCILMEMBER LAIRSEN TO REAPPOINT HIS NOMINATIONS FOR APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.

Councilmember Lairsen made a motion to reappoint members as listed below. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

- Board of Adjustment: Pat Stroka
- Construction Board: Jerry West
- Lockhart Economic Development Corporation: Sally Daniel
- Electric Board: John Voight
- Historical Preservation: Jerry Haug
- Library Board: Jean Clark Fox
- Parks and Recreation: Warren Burnett
- Planning & Zoning: Philip McBride

ITEM 5-H. ANNOUNCEMENT OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Mayor White stated that the appointment will be considered during the next meeting.

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

- KidFish at City Park on March 16th at 9:00 a.m.
- Citywide Spring Clean Up Program on Saturday, March 23, 2024.
- The Comprehensive Plan's second Community Open House has been scheduled for Monday, March 18, 6 – 8 p.m. at the Connection Center.
- Lockhart's new Building Official, Mr. Andrew Devaney, set to start February 26th.

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

There were none.

ITEM 8. 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. CONSULTATION WITH ATTORNEY FOR THE CITY REGARDING SUMMARY OF LEGAL ISSUES ASSOCIATED WITH RED OAK/SEAWILLOW PROJECT, AND INCLUDING LEGAL ADVICE RELATED TO THE CITY'S PROCESS FOR APPROVAL OF VARIOUS PROJECT COMPONENTS, POSSIBLE PID CREATION AND PID POLICY REQUIREMENTS, TIRZ CREATION, AND POSSIBLE PARTICIPATION IN THE PROJECT BY OTHER GOVERNMENTAL ENTITIES AND RELATED LEGAL ISSUES.

Mayor White announced that the Council would enter Executive Session at 10:23 p.m.

ITEM 9. OPEN SESSION - DISCUSS AND CONSIDER ACTION ON AMENDMENTS TO THE CITY'S PUBLIC IMPROVEMENT DISTRICT (PID) POLICY.

Mayor White announced that the Council would enter Open Session at 11:23 p.m.

Mayor Pro-Tem Sanchez made a motion to approve the amendments to the City's Public Improvement District policy. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 10. 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 11:24 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MARCH 5, 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

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

Council absent:

Mayor Lew White

Staff present:

Steve Lewis, City Manager
Joseph Resendez, Assistant City Manager
Sean Kelley, Public Works Director
Randy Jenkins, Fire Chief
David Fowler, Planning Director

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Travis Hughes, Parks Director
Gary Williamson, Police Chief
Keeli Michna, Finance Director

Citizens/Visitors Addressing the Council: Dave Parkers; Melissa Reese of Texas Monthly;

Work Session 6:30 p.m.

Mayor-Pro-Tem Sanchez stated that Mayor White will not be in attendance. She 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. DISCUSSION REGARDING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH PROJECT HOLIDAY.

Mr. Lewis stated that Project Holiday is a 90-guestroom Holiday Inn Express planned to be located at the corner of City Line Road and San Antonio Street on Lockhart's west side. One of the recommendations in the 2023 LEDC Strategic Plan Update is to recruit a hotel developer to host business clients and visitors and help stretch any day trips for regional tourism into overnight stays boosting retail and food sales in Lockhart. Specifically, the recommendation was to secure a limited service hotel and include meeting space. The hotel will provide a ground floor meeting room with a minimum of 2,400 gross square feet that will accommodate at least 60 seats. This project will support the needs of new businesses coming to Lockhart as well as a new focus growing the City's tourism industry. The proposed Performance Agreement sets forth the property tax and hotel occupancy tax incentives, project investment, construction timelines, job creation requirements, and other performance measures.

Dave Parker provided information about the hotel. There was discussion.

B. DISCUSS CITY COUNCIL MINUTES OF THE MARCH 7, 2023.

Mayor Pro-Tem Sanchez requested corrections to the minutes. There were none.

C. DISCUSS THE PROPOSED TEXAS MONTHLY 2024 BBQ WORLD'S FAIR EVENT SPONSORSHIP AGREEMENT FOR THE NOVEMBER 2-3, 2024 TEXAS MONTHLY BBQ WORLD'S FAIR EVENT.

Mr. Kelley stated that since 2009, Texas Monthly BBQ Fest has brought together BBQ enthusiasts. In 2022, Texas Monthly held its first BBQ World's Fair in the BBQ Capital of Texas and is seeking to return to Lockhart for a third consecutive year. This event is slated for November 2-3, 2024 to be held on the Historic Courthouse Square and City Park. Texas Monthly will provide the planning, production, staffing, event lineup, marketing, ticketing services and sponsorships.

Other notable details in the agreement include:

- City contribution \$25,000 of in-kind support (permit assistance, street closures, police, and fire responders staff, secure shuttle parking area and event locations)
- \$20,000 monetary sponsorship for digital promotion and \$8,700 payment for (1) full page brand ad in Texas Monthly Magazine
- City logo to be placed on promotional signage
- Minimum general liability insurance requirements

Melissa Reese of Texas Monthly provided statistics about the Texas Monthly event that was held in Lockhart in 2023.

D. DISCUSS THE RELEASE OF A 15-FOOT WIDE BLANKET UTILITY EASEMENT LOCATED AT 1925 FM 2001.

Mr. Kelley stated that the developers of Real Cold Storage located at 1925 FM 2001 expressed to city staff that they would like to resolve issues with a utility easement on the subject property that was original granted to Polonia WSC on June 30, 1971. This utility easement that was granted is a 15ft wide easement and encompasses a 2 1/2" water main that was placed on the property. However, the current easement reads "blanket in nature". In 2021, the City of Lockhart acquired this water service area (CCN-Certification of Convenience and Necessity), which includes this easement along with other previously granted easements in the acquired service area. Terminating this existing easement and reestablishing a new easement for the new 16" water main to be constructed within noted metes and bounds will clear up future confusion of the boundaries of the easement. City staff have no issues with the release of the utility easement and prefer having the easement recorded on the final plat for the property.

E. DISCUSS WORK AUTHORIZATION NO. 5 FOR HALFF ASSOCIATES UNDER THE MASTER GENERAL SERVICES AGREEMENT TO PROVIDE ASSISTANCE IN IDENTIFYING FUNDING OPPORTUNITIES AND POTENTIAL SITE DUE DILIGENCE FOR A PROPOSED AQUATIC FACILITY.

Mr. Hughes stated that due to the age and poor condition of the existing municipal pool, an Aquatics Committee was formed in January 2023 to determine the feasibility of constructing a new aquatic facility, and to determine the scope and programming that would best serve the Lockhart community. In July 2023, Council approved Work Authorization #4 for Halff & Associates and Water Technology Incorporated to develop two project concepts and budgets. The final concept and budget was presented to Council and accepted in October 2023. Council directed staff to determine potential sites for the new facility and potential funding sources.

F. DISCUSS THE PROPOSED FIRST ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT (LISD) AND THE CITY OF LOCKHART REGARDING SCHOOL RESOURCE OFFICERS (SRO) TO INCLUDE REIMBURSEMENT FROM LISD TO THE CITY FOR SRO SPECIAL ASSIGNMENT STIPEND.

Chief Williamson stated that the City of Lockhart and the Lockhart Independent School District (LISD) currently have an Interlocal Cooperation Agreement (ILA) for the Lockhart Police Department to provide School Resource Officers (SRO) to LISD throughout the calendar school year. The agreement details the SRO program structure, services to be provided, general duties and responsibilities, training, financial responsibilities and equipment, and the relationship between the parties. At the request of LISD, the purpose of the proposed First Addendum to the current ILA is to provide for reimbursement from LISD to the City for the amount of the SRO special assignment stipend paid to SROs from March 25th, 2024, through May 26th, 2024; the end of the 2023-24 school year. LISD is requesting and will fund a temporary increase in the current SRO special assignment stipend to provide a parity pay rate consistent with rates paid to off-duty officers providing similar services to the school district. The current stipend is \$200 per month. The proposed temporary increase will provide an additional \$1,080 per week for nine weeks. This addendum is expected to be considered by the LISD Board soon. Amendments to Ordinance 2018-07 will be considered on a separate agenda item which follows.

G. DISCUSS ORDINANCE 2024-07 AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II (F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAINING UNCHANGED.

Ms. Bowermon stated that the Lockhart Independent School District (LISD) has proposed to temporarily increase the assignment pay of Lockhart Police Officers assigned by the Police Chief as School Resource Officers at LISD campuses from March 25, 2024 through May 26, 2024. LISD will cover the expense of this increase as stated in the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart." Civil Service - Local Government Code Chapter 143, permits an ordinance to establish assignment pay and shift differential pay for fire fighters and police officers that perform specialized assignments such as School Resource Officer. This was done by passing Ordinance 2018-07 which includes a \$200 per month school resource officer assignment pay. The proposed amendment authorizes an additional assignment payment of \$1,080 per week, as proposed by LISD, to be paid to Lockhart Police Officers assigned as SROs. Currently, the Lockhart Police Department has one SRO assigned to LISD campuses. LISD currently utilizes off-duty Lockhart Police Officers as well as officers from other law enforcement agencies for additional staffing. These officers are paid a premium off-duty hourly rate and do not receive the SRO assignment pay. The additional pay is proposed to be for a term of March 25, 2024 - May 26, 2024. After May 26, 2024, SRO assignment pay would return to the current \$200 per month. Discussions are ongoing regarding possible additional SRO assignment pay for the 2024-2025 school year. If there is future additional pay proposed by LISD for 2024-2025, it will be presented to City Council at a later date. In accordance with the "First Addendum of the Interlocal Cooperation Agreement between Lockhart Independent School District and the City of Lockhart," the proposed temporary additional SRO assignment pay would be funded by LISD. Therefore, the additional pay should not have a financial impact on the City. There was discussion.

H. DISCUSS A PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE CONSTRUCTION DOCUMENTATION AND CONSTRUCTION PHASE SERVICES FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

Mr. Resendez stated that Studio Steinbomer prepared a Fire Station No. 1 condition report, structural condition survey, and preliminary design drawings in 2021. An asbestos survey and report was completed

on February 14, 2024, by an environmental services contractor. The Studio Steinbomer architectural services proposal for the renovation of Fire Station No. 1 will provide design and construction observation services to include Design Development, Construction Documents, and Construction Observation Services. The updated proposal also includes Hazardous Materials Abatement Coordination services to assist the environmental services contractor in coordinating asbestos abatement. In addition, the proposal anticipates a Construction Manager at-Risk (CMAR) delivery method for construction and will not be publicly bid through the typical competitive sealed bidding process. Studio Steinbomer recommended this delivery method due to the project being a remodel of an existing building with historic preservation considerations as opposed to a new build construction project. The CMAR delivery method provides for the general contractor to assume the risk for construction at the contracted price/Guaranteed Maximum Price (GMP) and provide consultation to the City regarding construction during and after the design of the project. Benefits of this method include proactive modifications during the design phase, which are more cost-effective than making changes on the construction site. This will also mitigate potential delays due to any design changes during construction. In comparison, the competitive sealed bidding process requires all drawings and specifications by the design team to be completed prior to the publishing of the bid. Studio Steinbomer will assist the City in developing and publishing the Request for Proposal (RFP) for procuring a CMAR contractor and provide input as needed during the selection process. Award of the CMAR contract will be presented to Council at a later date. The Fire Station No. 1 project scope includes life safety upgrades such as fire sprinklers, fire alarm system, diesel exhaust removal, enhanced living and working quarters on the second floor, exterior upgrades, and abatement of asbestos containing materials identified in the asbestos survey and impacted by remodel construction. Fire Station No. 1 is located within the Lockhart Historical District. The Lockhart Historical Preservation Commission (LHPC) will review any proposed changes to the exterior of the building, as well as any interior work that impacts load-bearing walls. The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring will be provided by an environmental services contractor in a separate agenda item.

I. DISCUSS A PROPOSAL FROM BURCHAM ENVIRONMENTAL SERVICES, L.L.C. TO PROVIDE CONSULTING SERVICES FOR THE ASBESTOS ABATEMENT FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

Mr. Resendez stated that in preparation for a renovation project at Fire Station #1 at 201 W. Market St., an asbestos survey began on December 5, 2023, with a second visit on February 14, 2024, by Burcham Environmental Services. A report of the results of the asbestos survey was included in the agenda item packet material. The consulting services for the asbestos abatement specifications, on-site project management, and PCM air monitoring must be provided by an qualified environmental services contractor. Based on the asbestos survey, a plan will be developed for the abatement of asbestos by an approved asbestos removal contractor. The estimated cost of the abatement at the current proposed scope of work is \$33,000. These costs are included in Studio Steinbomer's Opinion of Probable Costs for the Fire Station No. 1 renovation. The asbestos abatement would be scheduled first, and the fire station renovation would be scheduled thereafter. There was discussion.

J. DISCUSSION REGARDING RESOLUTION 2024-08, SUSPENDING THE APRIL 9, 2024, EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., CENTRAL-GULF SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2023.

Mr. Lewis stated that this is an annual interim rate adjustment and that the purpose of the resolution is to suspend the effective date of the rate increase by 45 days. Further, the Texas Supreme Court has determined that the City has no authority to take additional action or undertake a substantive examination of the request.

K. DISCUSSION REGARDING OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Westmoreland requested the appointment of Arnold Proctor during the regular meeting.

RECESS: Mayor Pro-Tem Sanchez announced that the Council would recess for a break at 7:30 p.m.

ITEM 1. CALL TO ORDER.

Mayor Pro-Tem Sanchez called the meeting to order at 7:45 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

Councilmember Castillo gave the Invocation and led the Pledge of Allegiance to the United States and Texas flags.

ITEM 3. PUBLIC COMMENT.

Mayor Pro-Tem Sanchez requested citizens to address the Council. There were none.

ITEM 4. CONSENT AGENDA.

Councilmember Westmoreland made a motion to approve consent agenda items 4A and 4B. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

The following are the consent agenda items that were approved:

4-A. Approve City Council minutes of March 7, 2023.

4-B: Approve Resolution 2024-08, suspending the April 9, 2024, effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc., Central-Gulf Service Area, to implement interim GRIP rate adjustments for gas utility investment in 2023.

ITEM 5-A. DISCUSSION AND/OR ACTION REGARDING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH PROJECT HOLIDAY.

Councilmember Michelson made a motion to approve the Economic Development Performance Agreement with Project Holiday, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 5-1, with Councilmember Castillo opposing.

There was discussion.

ITEM 5-B. DISCUSSION AND/OR ACTION REGARDING THE PROPOSED TEXAS MONTHLY 2024 BBQ WORLD'S FAIR EVENT SPONSORSHIP AGREEMENT FOR THE NOVEMBER 2-3, 2024 TEXAS MONTHLY BBQ WORLD'S FAIR EVENT.

Councilmember Lairsen made a motion to approve the Texas Monthly 2024 BBQ World's Fair event sponsorship agreement, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER THE RELEASE OF A 15-FOOT WIDE BLANKET UTILITY EASEMENT LOCATED AT 1925 FM 2001.

Councilmember Castillo made a motion to approve the release of a 15-foot wide blanket utility easement located at 1925 FM 2001. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

ITEM 5-D. DISCUSSION AND/OR ACTION TO CONSIDER WORK AUTHORIZATION NO. 5 FOR HALFF ASSOCIATES UNDER THE MASTER GENERAL SERVICES AGREEMENT TO PROVIDE ASSISTANCE IN IDENTIFYING FUNDING OPPORTUNITIES AND POTENTIAL SITE DUE DILIGENCE FOR A PROPOSED AQUATIC FACILITY.

Councilmember Lairsen made a motion to approve the work authorization No. 5 for Halff Associates, as presented. Councilmember Michelson seconded. The motion passed by a vote of 5-1, with Councilmember Castillo opposing.

ITEM 5-E. DISCUSSION AND/OR ACTION RELATED TO THE PROPOSED FIRST ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN LOCKHART INDEPENDENT SCHOOL DISTRICT (LISD) AND THE CITY OF LOCKHART REGARDING SCHOOL RESOURCE OFFICERS (SRO) TO INCLUDE REIMBURSEMENT FROM LISD TO THE CITY FOR SRO SPECIAL ASSIGNMENT STIPEND.

Councilmember Westmoreland made a motion to approve the First Addendum to the Interlocal Cooperation Agreement between LISD and the City of Lockhart regarding School Resource Officers, as presented. Councilmember Michelson seconded. The motion passed by a vote of 6-0.

ITEM 5-F. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-07 AMENDING UN-CODIFIED ORDINANCE 2018-07 SECTION II (F) REGARDING THE ASSIGNMENT OF SCHOOL RESOURCE OFFICER WITHIN THE LOCKHART POLICE DEPARTMENT WITH ALL OTHER SECTIONS OF ORDINANCE 2018-07 REMAINING UNCHANGED.

Councilmember Michelson made a motion to approve Ordinance 2024-07, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 6-0.

ITEM 5-G. DISCUSSION AND/OR ACTION TO CONSIDER A PROPOSAL FROM STUDIO STEINBOMER TO PROVIDE CONSTRUCTION DOCUMENTATION AND CONSTRUCTION PHASE SERVICES FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

There was discussion about the condition of the roof. Mr. Resendez confirmed that assessing the condition of the roof will be added to the scope of work.

Councilmember Lairsen made a motion to approve the proposal from Studio Steinbomer to provide construction documentation and construction phase services for the renovation of the Fire Station No. 1 at 201 W. Market Street. Councilmember Castillo seconded. The motion passed by a vote of 6-0.

ITEM 5-H. DISCUSSION AND/OR ACTION TO CONSIDER A PROPOSAL FROM BURCHAM ENVIRONMENTAL SERVICES, L.L.C. TO PROVIDE CONSULTING SERVICES FOR THE ASBESTOS ABATEMENT FOR THE RENOVATION OF FIRE STATION NO. 1 AT 201 W. MARKET ST.

Councilmember Castillo made a motion to approve proposal from Burcham Environmental Services, LLC to provide consulting services for the asbestos abatement for the renovation of Fire Station No. 1 at 201 W. Market Street. Councilmember Westmoreland seconded. The motion passed by a vote of 6-0.

ITEM 5-I. DISCUSSION AND/OR ACTION REGARDING OF NOMINATION OF ARNOLD PROCTOR TO THE ZONING BOARD OF ADJUSTMENT AND APPEALS BY COUNCILMEMBER BRAD WESTMORELAND FOR A TERM TO EXPIRE IN NOVEMBER 2025.

Councilmember Westmoreland made a motion to appoint Arnold Proctor to the Zoning Board of Adjustment and Appeals, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 6-0.

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

- KidFish at City Park on March 16th at 9:00 a.m. - 12:00 p.m.
- Citywide Spring Clean Up Program on Saturday, March 23, 2024.
- Water Treatment Plant - Emergency Generator Project Update.
- Appointment of new Finance Director and Building Official.
- Update on the Downtown Revitalization Project - Bidding Phase.

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

Councilmember Mendoza congratulated those that won during tonight's election. He wished students a good spring break.

Councilmember Castillo wished the Hispanic Chamber good luck during next week's event.

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated the Progressive Club for their successful banquet. She thanked all involved with the parent meeting recently held in the Clark Library.

ITEM 8. 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. Discussion regarding City of Lockhart Charter matter.

Mayor Pro-Tem Sanchez announced that the Council would enter Executive Session at 8:10 p.m.

ITEM 9. OPEN SESSION

Mayor Pro-Tem Sanchez announced that the Council would enter Open Session at 8:34 p.m.

There was no action.

ITEM 10. ADJOURNMENT

Councilmember Mendoza made a motion to adjourn the meeting. Councilmember Lairsen seconded. The motion passed by a vote of 6-0. The meeting was adjourned at 8:35 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

MARCH 19, 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
Erin Westmoreland, Municipal Court Manager
David Fowler, City Planner

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Randy Jenkins, Fire Chief
Bob Leos, Electric Superintendent
Gary Williamson, Police Chief

Citizens/Visitors Addressing the Council: Lockhart High School CTE members; Mike Brooks of BrooksWatson & Company; Citizens: Jessie Hernandez, Patsy Jervas, and April Hope.

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 OF A PROCLAMATION DECLARING MARCH 19, 2024 AS CESAR CHAVEZ FARM WORKER APPRECIATION DAY.

Mayor White presented a proclamation to members of the CTE Program of Lockhart High School.

B. PRESENTATION AND DISCUSSION OF THE CITY OF LOCKHART AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S FISCAL YEAR 2022-23 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ANNUAL FINANCIAL AUDIT) BY BROOKSWATSON & COMPANY, PLLC., AN INDEPENDENT PUBLIC ACCOUNTING FIRM.

Mr. Resendez stated that according to City of Lockhart's Home Rule Charter, Article 3, Section 3.14 - Audit of City books and accounts, the City shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. In addition, Section 3.14 states that the accountant shall not maintain or keep any of the city's accounts or records and shall not perform the city's annual audit for more than five years in succession. This is the third year for BrooksWatson & Company, PLLC to perform the City's annual audit. City staff is currently working with BrooksWatson & Company, PLLC to extend audit services through FYE 2025. This mutually desired agreement will be brought to City Council at a future meeting. BrooksWatson & Company, PLLC has issued an unqualified (clean) opinion. An unqualified opinion is presumed to be free from material misstatements and fairly represents its financial results, financial position, and cash flows. The Annual Comprehensive Financial Report for FYE 2023 includes three sections: Introduction, Financial, and Statistical. The transmittal letter is one of the legal requirements for the annual report that typically includes the local government's profile, provides an economic update on the local economy, lists any major initiatives undertaken by the local government and states that the financial reports are management's responsibility. The financial section includes all

necessary financial information, narratives explaining financials, and an auditor's report. The third section is the statistical section. It outlines financial trends, revenue capacity, debt capacity, demographic information and other operating indicators about the local government. The City has been awarded a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for four consecutive years. The current Annual Comprehensive Financial Report for FYE 2023 will be submitted to the GFOA to determine eligibility for another certificate.

Mike Brooks of BrooksWatson & Company provided details about the completed annual financial audit.

C. DISCUSS ANNUAL REVIEW OF THE CITY OF LOCKHART EMERGENCY WARNING SYSTEM POLICIES WHICH INCLUDES THE OUTDOOR WARNING SIRENS (OWS) AND THE REGIONAL NOTIFICATION SYSTEM (RNS) IN PARTNERSHIP WITH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

Chief Jenkins stated that severe weather is common in Central Texas from March through November. This includes the typical, peak severe thunderstorm and tornado months from March to June, and it includes the Atlantic hurricane season from June 1 to November 30. The purpose of this agenda item is to complete a routine annual review of the policy and make any needed amendments before the upcoming severe weather season. The current emergency warning system includes both outdoor and indoor warning methods. Outdoor Warning Sirens consisting of five (5) electro-mechanical rotating sirens strategically located throughout the city. The sirens are tested on the 1st Monday of each month at 1 p.m. and are maintained through an annual maintenance contract. Indoor warnings are managed through the CAPCOG Regional Notification System (WarnCentralTexas.org) which has been implemented for citizens to receive warnings and important information on phone (call or text), and computers (Email), to include automated weather warnings from the National Weather Service (NWS). Due to the age of the Outdoor Warning Sirens (2016), an upgrade to the server and software has been completed in 2024. A second manual activation control point was also added at dispatch. An upgrade to the battery chargers and batteries on three of the sites is also in progress. Outdoor Warning Sirens were activated once by staff on October 26, 2023, at 8:13 a.m. due to a tornado spotted on the ground by the Caldwell Co. Sheriff's Office and a Tornado Warning in Caldwell County issued by the NWS. The City of Lockhart currently has 13,062 contacts in WarnCentralTexas.org. There was discussion.

D. DISCUSS CITY COUNCIL MINUTES OF THE MARCH 21, 2023, APRIL 4, 2023, APRIL 18, 2023, AND MAY 2, 2023 MEETINGS.

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

E. DISCUSS A COST PARTICIPATION AND EASEMENT AGREEMENT WITH STICH INTERESTS, LLC FOR DEVELOPMENT OF A NEW WASTEWATER UTILITY EASEMENT AND AUTHORIZING CITY PARTICIPATION IN A PROJECT TO REPLACE AN AGING WASTEWATER LINE AT 519 WEST SAN ANTONIO STREET.

Mr. Kelley stated that the property at 519 West San Antonio Street has a public 8" and 6" wastewater line that serves residents along West San Antonio Street and was constructed over 60 years ago. This line is constructed of clay tile material and the manholes are constructed out of bricks, which was common at the time. While the line has not failed, it is in deteriorating condition and is in need of replacing. This was confirmed by both the property owner's plumber and the city inspecting the line with cameras. The property owner of 519 West San Antonio Street expressed concern about the line's condition and formally requested the City's participation in the replacement of the wastewater line, since they have plans on developing the property and the existing condition of the pipeline may not withstand heavy equipment developing the site. Furthermore, at the time of the wastewater line's construction, the line was placed on the property, but no easement was granted. If the Council authorizes participation in the 8" Wastewater

Line Replacement project, approximately 195' of 8" wastewater main will be replaced, two new concrete manholes will be installed, the crossing of the dry creek will be replaced, approximately 50 ft of 6" wastewater main will be oversized to an 8" wastewater main, improving flow, and a 275' by 15' utility easement will be dedicated to the City. The newly granted easement will also resolve an issue with the current alignment of the wastewater line that traverses diagonally through the property and will create a future opportunity to realign the portions of the wastewater main that currently go through the service station property west of the subject property. By entering this agreement, the City agrees to purchase the new easement at a cost of \$6,512.34, contribute up to half of the cost of construction of the new 8" wastewater main at a cost not to exceed \$12,615, and contribute the cost of oversizing 50' of 6" wastewater main to an 8" main. The developer, Stich Interests, LLC, will be responsible for coordinating the installation of the new wastewater line and dedicating the 275' by 15' public utility easement. During the construction, the City will conduct inspections of the new utility to ensure the utility meets all City Construction Standards. Upon satisfaction of completion and conveyance of the easement, the City shall pay its share as stated in the agreement.

F. DISCUSS INTERLOCAL COOPERATION CONTRACT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR PROGRAM (OMNI BASE.)

Ms. Westmoreland stated that the current contract with the Department of Public Safety was signed in February of 2020. This contract allows the court to add and collect \$10 on cases that went into the OMNI system. This program allows the court to put a hold on and prevent offenders from renewing their drivers license until they complete their obligations with the court.

G. DISCUSS AGREEMENT WITH TECHLINE CONSTRUCTION, LLC FOR PROJECT 5B AS PART OF THE CITY OF LOCKHART'S FIVE-YEAR SYSTEM STUDY AND CAPITAL PLAN AS PREPARED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).

Mr. Leos stated that Techline Construction is the Lower Colorado River Authority's (LCRA) 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 #5B is a "System Rehabilitation" project and part of the LCRA's five-year system study that will replace single strand copper conductor. These conductors have been shown to become brittle and break with age, causing outages. Project #5B will rebuild approximately 3,200 ft of power line on circuit LK30, along Pecos from Ash and connecting to circuit LK20 at China. Project 5A was approved at the January 2, 2024 Council meeting and near completion. Project 5C is anticipated to be completed in 2024. The project will begin in the second quarter of 2024 with an estimated completion date of the third quarter of 2024. Labor for Project #5B is an estimated total of \$215,200.00, and not to exceed \$221,000.00.

H. DISCUSS RESOLUTION 2024-09, DECLARING INTENT TO SEEK CERTIFICATION FROM THE INTERNATIONAL DARK SKY ASSOCIATION AND TO REGULATE OUTDOOR LIGHTING IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 3000.002 OF THE TEXAS LOCAL GOVERNMENT CODE.

Mr. Fowler stated that in 2021 the Texas Legislature passed an amendment to Section 3000.002 of the Local Government Code prohibiting cities from passing lighting ordinances restricting the use of any lighting fixture that is permitted in the International Building Code unless a city applies to the International Dark Sky Association for review and approval of the lighting ordinance. This resolution will direct staff to apply for dark sky certification of the City's lighting ordinance passed in February 2024, thus satisfying the requirement. The certification process as outlined by the Dark Sky Association should take 1-3 years to complete. Depending upon the outcome of the Dark Sky review, some revisions to the recently passed ordinance may have to be made for the City to obtain certification. However, due to the resolution

directing City staff to work to obtain certification, the ordinance will remain valid in the interim while the ordinance is under Dark Sky review.

I. DISCUSS ORDINANCE 2024-08 REGULATING SEXUAL OFFENDERS FROM LOITERING OR ESTABLISHING RESIDENCY AROUND LOCATIONS WHERE CHILDREN REGULARLY CONGREGATE.

Chief Williamson stated that there are currently about 35 Registered Sex Offenders living in Lockhart. The number grows every year. They are classified as low, moderate and high-risk offenders. While these offenders are on Parole or Probation, they must live with restrictions designed to help them not re-offend. Once they are off of Parole and Probation, the restrictions are lifted. Law enforcement has no authority where sex offenders, off of probation or parole, live or loiter. The Lockhart Police Department has received requests from local citizens to implement an ordinance to regulate sex offenders, such as has been done in other cities. Studies have shown that the recidivism rate for individuals required to register as sex offenders whose offenses were committed against children is alarmingly high based on a study performed by the U.S. Department of Justice, Office of Justice Programs, entitled "Recidivism of Adult Sex Offenders." The ordinance creates Child Safety Zones, places where children 17 years of age or younger congregate. The ordinance prohibits registered sex offenders from loitering within 300 feet or residing within 1,500 feet of a Child Safety Zone. Exceptions have been included for those who already have an established residence within 1,500 feet of a Child Safety Zone and for those conducting legitimate business within the child safety zone. The residence within the Child Safety Zone can be changed, if the Council desires. There was discussion.

J. DISCUSS RESOLUTION 2024-10 TO SELECT A GRANT ADMINISTRATION SERVICE PROVIDER TO COMPLETE AN APPLICATION AND WITH FUNDING, PROJECT IMPLEMENTATION FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN CONTRACT WITH SELECTED FIRM.

Mr. Resendez stated that city staff issued a Request for Proposals (RFP) for professional grant administration services on February 1st, 2024 with an application deadline of February 15th, 2024. These proposals were solicited to procure a grant administration firm to assist the City in the application, implementation, and administration of the proposed waterline replacement project submitted to the Texas General Land Office (GLO) for consideration. Staff received four responses from the following grant administration service providers (alphabetical): Community Development Management Co., Langford Community Management Services (LCMS), GrantWorks, and Public Management, Inc (PMI). Each proposal was reviewed and scored by a three-person committee. Based on these results, staff is recommending a contract with Langford Community Management Services (LCMS). Based in Liberty Hill and serving Texas communities since 1983, LCMS has extensive experience with state and federal grant projects. They are a Woman Owned Business Enterprise (WBE) and a Certified Historically Underutilized Business (HUB) with the Texas Secretary of State's office. Staff have also been advised the designated personnel from LCMS assigned to our project have previous work experience as a former employee of the General Land Office (GLO) and will be on-site during pre-construction meetings to coordinate with engineering and the selected construction contractor. City Council approved a final project scope and cost estimate for a proposed waterline replacement project at the February 6, 2024, Council meeting. The proposed project includes the replacement of 6 fire hydrants, 18 Isolations/gate valves, and 3,300 linear feet (LF) of 8" waterline. Further, this proposed project completes required utility line upgrades for the Blanco Street Bridge/TxDOT project and prepares the underlying utilities for future street overlay project consideration. 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. The public participation period began

on February 9, 2024 and closed February 23, 2024. Postings to the city website and City Hall notification board were made available for public review. City Council also held a public hearing at the February 20, 2024 Council meeting as an opportunity for public input. Staff did not receive any public comments during this period. GLO funds have been appropriated to the City for eligible projects. However, an application must be submitted to access this funding.

K. DISCUSS RESOLUTION 2024-11 TO SELECT AN ENGINEERING FIRM TO ASSIST IN THE PROJECT IMPLEMENTATION INCLUDING DESIGN AND CONSTRUCTION OVERSIGHT FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO COMPLETE NEGOTIATIONS WITH SELECTED FIRM AND SIGN CONTRACT.

Mr. Resendez stated that city staff issued a Request for Qualifications (RFP) for engineering services on February 1, 2024 with an application deadline of February 15, 2024. These statements of qualification (SOQ) were solicited to procure an engineering services firm to assist the City in the application and implementation of the proposed waterline replacement project submitted to the Texas General Land Office (GLO) for consideration. Staff received four responses from the following engineering services firm (alphabetical): Doucet & Associates, Inc. (Doucet), KSA, Rakowitz Engineering & Surveying, and Schaumburg & Polk, Inc. (SPI). Each SOQ was reviewed and scored by a three-person committee. Based on these results, staff is recommending a contract with Doucet & Associates, Inc. (Doucet). Based in Austin and founded in 1992, Doucet has extensive experience with Central Texas municipal and county clients on drainage, transportation, water, and wastewater projects. Many of these previous regional projects also involved grant funding through the CDBG-Disaster Recovery (DR) and CDBG-Mitigation (MIT) programs. Previously, Doucet was the project engineer for the Lockhart Industrial Park III Utility Improvements. City Council approved a final project scope and cost estimate for a proposed waterline replacement project at the February 6th, 2024, Council meeting. The proposed project includes the replacement of 6 fire hydrants, 18 Isolations/gate valves, and 3,300 linear feet (LF) of 8" waterline. Further, this proposed project completes required utility line upgrades for the Blanco Street Bridge/TxDOT project and prepares the underlying utilities for future street overlay project consideration. 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. The public participation period began on February 9, 2024 and closed February 23, 2024. Postings to the city website and City Hall notification board were made available for public review. City Council also held a public hearing at the February 20, 2024 Council meeting as an opportunity for public input. Staff did not receive any public comments during this period. GLO funds have been appropriated to the City for eligible projects. However, an application must be submitted to access this funding.

RECESS: Mayor White announced that the Council would recess for a break at 7:40 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:55 p.m.

ITEM 2. INVOCATION, PLEDGE OF ALLEGIANCE.

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

ITEM 3. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

Jessie Hernandez, 603 Pecan Street, provided information about his experience with the Planning Department in regards to noise complaints during the First Friday events and that he was told that his location of business is not within the downtown area to be able to host First Friday events.

Patsy Jevas, 900 Silent Valley Road, expressed concern about rapid gun shots coming from the direction of the railroad tracks. She stated that several animals have been shot due to the rapid gun shots. She requested assistance from the Lockhart Police Department to help with safety concerns and to eliminate the gun shots.

April Hope, 606 Bois D'arc, requested assistance with transportation options out of town for doctor appointments.

ITEM 4. CONSENT AGENDA.

Mayor Pro-Tem Sanchez made a motion to approve consent agenda items 4A and 4B. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

- 4A: Approve City Council minutes of the March 21, 2023, April 4, 2023, April 18, 2023, and May 2, 2023 meetings.
- 4B: Approve Interlocal Cooperation Contract with Texas Department of Public Safety for the Failure to Appear Program (OMNI base.)

ITEM 5-A. PRESENTATION, DISCUSSION AND/OR ACTION OF THE CITY OF LOCKHART AND THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION'S FISCAL YEAR 2022-23 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ANNUAL FINANCIAL AUDIT) BY BROOKSWATSON & COMPANY, PLLC., AN INDEPENDENT PUBLIC ACCOUNTING FIRM.

Councilmember Michelson made a motion to approve the Annual Comprehensive Financial Report, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-B. DISCUSSION AND/OR ACTION TO ENTER A COST PARTICIPATION AND EASEMENT AGREEMENT WITH STICH INTERESTS, LLC FOR DEVELOPMENT OF A NEW WASTEWATER UTILITY EASEMENT AND AUTHORIZING CITY PARTICIPATION IN A PROJECT TO REPLACE AN AGING WASTEWATER LINE AT 519 WEST SAN ANTONIO STREET.

Mayor Pro-Tem Sanchez made a motion to approve a cost participation and easement agreement with Stich Interests, LLC, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-C. DISCUSSION AND/OR ACTION TO CONSIDER AN AGREEMENT WITH TECHLINE CONSTRUCTION, LLC FOR PROJECT 5B AS PART OF THE CITY OF LOCKHART'S FIVE-YEAR SYSTEM STUDY AND CAPITAL PLAN AS PREPARED BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).

Councilmember Michelson made a motion to approve the agreement with Techline Construction for Project 5B, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 5-D. DISCUSSION AND/OR POSSIBLE ACTION ON RESOLUTION 2024-09, DECLARING INTENT TO SEEK CERTIFICATION FROM THE INTERNATIONAL DARK SKY ASSOCIATION AND TO REGULATE OUTDOOR LIGHTING IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 3000.002 OF THE TEXAS LOCAL GOVERNMENT CODE.

Councilmember Lairsen made a motion to approve Resolution 2024-09, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 6-1, with Councilmember Mendoza opposing.

ITEM 5-E. DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-08 REGULATING SEXUAL OFFENDERS FROM LOITERING OR ESTABLISHING RESIDENCY AROUND LOCATIONS WHERE CHILDREN REGULARLY CONGREGATE.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2024-08 with the Child Safety Zone distance to be a 2,000 foot boundary. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 5-F. DISCUSSION AND/OR POSSIBLE ACTION ON RESOLUTION 2024-10 TO SELECT A GRANT ADMINISTRATION SERVICE PROVIDER TO COMPLETE AN APPLICATION AND WITH FUNDING, PROJECT IMPLEMENTATION FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN CONTRACT WITH SELECTED FIRM.

Councilmember Michelson made a motion to approve Resolution 2024-10, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 5-G. DISCUSSION AND/OR POSSIBLE ACTION ON RESOLUTION 2024-11 TO SELECT AN ENGINEERING FIRM TO ASSIST IN THE PROJECT IMPLEMENTATION INCLUDING DESIGN AND CONSTRUCTION OVERSIGHT FOR THE GENERAL LAND OFFICE (GLO) CDBG-MIT METHOD OF DISTRIBUTION PROJECT AND AUTHORIZE THE CITY MANAGER TO COMPLETE NEGOTIATIONS WITH SELECTED FIRM AND SIGN CONTRACT.

Councilmember Lairsen made a motion to approve Resolution 2024-11, as presented. Councilmember Castillo seconded. The motion passed by a vote of 7-0.

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

- Police Lieutenant promotional exam will be held March 20, 2024.
- KidFish at City Park rescheduled to March 23rd at 9:00 a.m. - 12:00 p.m.
- Citywide Spring Clean Up Program on Saturday, March 23, 2024.
- Splash pads are scheduled to open March 30, 2024.
- Animal Shelter Improvements Update.

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

Councilmember Mendoza wished everyone good luck during the KidFish event.

Mayor Pro-Tem Sanchez expressed condolences to the family of Edna Roland for their loss. She congratulated the Hispanic Chamber for their successful event and to the Lockhart ISD for new Elementary School No. 6. She congratulated the Lockhart Electric Department for being awarded the business of the year through the Hispanic Chamber.

Councilmember Lairsen congratulated the Hispanic Chamber for a successful banquet, the Lockhart ISD for beginning the planning of the new Elementary School, and the Gaslight Baker Theatre for their upcoming events.

Councilmember Castillo congratulated the Hispanic Chamber for a successful banquet. He wished the Fur Ball event success this weekend. He thanked city staff.

Councilmember Michelson congratulated the Hispanic Chamber for a successful banquet. He thanked city employees.

Mayor White congratulated the Hispanic Chamber for a successful banquet. He stated that the prison Warden offered a tour of the facility to Councilmembers.

ITEM 8. ADJOURNMENT

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 8:30 p.m.

PASSED and APPROVED this the 4th day of 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**SPECIAL MEETING
LOCKHART CITY COUNCIL**

MARCH 26, 2024

6:00 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
David Fowler, Planning Director

Patty Akers, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director

Citizens/Visitors Addressing the Council: Tom Staub of Red Oak Development; Will Wachel of TRC; and Bart Fowler of McCall Parkhurst & Horton

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 6:04 p.m.

ITEM 2-A. DISCUSSION AND/OR ACTION REGARDING PROPOSED DEVELOPMENT OF THE SEAWILLOW PROJECT AND ASSOCIATED FACILITIES, INFRASTRUCTURE, AMENITIES AND ROADWAY IMPROVEMENTS.

Tom Staub of Red Oak Development, Will Wachel of TRC Engineers, Bart Fowler of McCall Parkhurst & Horton, and staff provided details and there was discussion about the following topics of Seawillow Project:

- Community Outreach survey results
- Upgraded features of Seawillow Ranch
 - Street trees (4.5” minimum caliper along collector and arterial streets, 3” along local streets)
 - Wider sidewalks along local and collector streets
 - School site dedication large enough for two schools
 - Larger parks with larger and more varied amenities
 - Network of pocket parks, greenbelts
 - Amenity center with pool
 - Upgraded commercial landscaping standards
 - Upgraded residential design standards, including building materials (building materials need to be in development agreement for enforceability)
 - Central commercial area integrated into development
 - Alley loaded housing types (on lots less than 50’ wide) with alleys maintained by HOA—will replace front-garage curb cuts with continuous tree-lined street frontages
 - Centralized stormwater management facilities
 - Will follow Dripping Springs’ dark sky certified lighting ordinance
 - Shorter residential block length limit (600 feet vs 800 ft in subdivision ordinance)

- Off-site traffic improvements scaled to impact of larger development, rather than lesser incremental improvements made for smaller developments.
 - 40 acres dedicated as Lockhart ISD use.
- Transportation
 - Seawillow has submitted a Traffic Impact Analysis (TIA) to TxDOT that is still under review. The TIA submitted has many offsite improvements that will be phased in over time
 - TxDOT may have additional recommendations or remediations based on their review of the TIA
 - There aren't any Road Impact Fee reimbursement projects associated with this project.
- Drainage
 - The developer will be responsible for determining the total detention capacities needs for the development.
 - Each phase of the project must will require the completion of the necessary detention and storm drain requirements prior to completion of that phase.
 - The hydraulic analysis will be reviewed and must be approved by the City Engineer prior to the start of any development, including PDDs.
 - According to the City's Municipal Code, the post development runoff cannot exceed the predevelopment runoff from the project.
- Water Distribution System
 - Seawillow Ranch is currently located outside of the City's Water Certificate of Convenience and Necessity (CCN) and the property currently resides in Aqua Water Supply Corporation's CCN. A request to release from the current CCN to the City's CCN will be required to serve the development.
 - There are currently no CIPs or water impact fee project associated with this project's location.
 - The Seawillow Development would require a minimum of two 12" water main connections along FM1322 to loop the water system. These would be connected to the existing 12" water main along FM 1322.
 - Based on current information provided by the developer, a 500,000-gallon Elevated Storage Tank (EST) would be necessary to serve this development. The City could consider upsizing a 500,000-gallon EST to a 1,000,000-gallon EST if it is financially a good idea and an overall benefit to the system. The developer is proposing donation of an approximately 1-acre site to accommodate the new elevated water storage tank.
- Water Treatment System
 - The City's current pumping capacity at the Water Treatment Plant is 5.18 MGD and is in need of increasing this amount based on the current requirements of TCEQ.
 - Seawillow Ranch at buildout will increase the supply capacity need by 1.9MGD. This system at the Water Treatment Plant would need to be upgraded as a result of the additional capacity need and the Seawillow Development may be subject to contribution based on the amount of capacity need to serve the development.
 - Based on the development's water use needs, additional groundwater wells in the City's well field would be beneficial to offset the capacity needs of the development. These new water wells could be eligible for financing through the PID.
- Wastewater Collection System
 - The project will require a force main (pressurized sewer line that pumps wastewater to a higher elevation gravity wastewater line) and regional lift station to bring wastewater to the City's lines along FM 1322 with a connection on Blackjack Street. These projects are

- shown on the Wastewater Impact Fee Report CIPs at an estimated cost of \$2,500,000; could be eligible for up to 50% of reimbursement of the project costs.
- o Currently the Regional LS and FM are only shown to serve the Seawillow development; however, the City may consider upsizing the capacity of the lift station to offer wastewater services in areas beyond this proposed development.
 - o The 24" wastewater trunkline along Blackjack Street will need to be increased in size to a 30" main to handle the capacity of this development prior to total buildout of the phases. The PID would be responsible to fund this upgrade to accommodate the development.
 - Wastewater Treatment System
 - o Seawillow Ranch's wastewater discharge would be exclusively treated at Wastewater Treatment Plant (WWTP) #2 at FM 20.
 - o The FM 20 WWTP has a design capacity of 1.5MGD and is subject to the TCEQ 75/90 rule for the design and construction on capacity upgrades.
 - o At current projections without Seawillow Ranch, the WWTP at FM 20 would be required design to begin in 2030 with construction anticipated to start in 2035.
 - o Based on current projections with Seawillow Development, the FM 20 WWTP expansion design would be required to start in 2028 (2-years earlier) and construction to begin in 2030(5-years earlier).
 - o At full buildout of Seawillow (2035), the City is projected to produce 1.38MGD of wastewater flow to the FM 20 Plant and Seawillow would contribute 0.447MGD. The combined flow would be ~1.83MGD or 122% of current design capacity.
 - o At full buildout, the City is projected to produce 75% of total flow to FM20 and Seawillow produces 25%.
 - o Based on current projections with Seawillow, the FM 20 WWTP expansion design would be required to start in 2028 (2-year increase) and construction to begin in 2030(5-year increase).
 - o At full buildout of Seawillow (2035), the City is projected to produce 1.38MGD of wastewater flow to the FM 20 Plant and Seawillow would contribute 0.447MGD. The combined flow would be ~1.83MGD or 122% of current design capacity.
 - o At full buildout, the City is projected to produce 75% of total flow to FM20 and Seawillow produces 25%.

Bart Fowler of Parkhurst & Horton provided information about the city's requirements involved with approving a Public Utility District PUD and Tax Increment Reinvestment Zone TIRZ.

ITEM 3. EXECUTIVE SESSION – In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following: Mayor White announced that the Council would enter Executive Session at 7:25 p.m. to discuss the following:

- a. § 551.071 and §551.087: Private consultation with its attorney to seek advice about pending or contemplated litigation; settlement offer; or legal matters subject to attorney/client privilege: **Proposed development of the Seawillow Project and associated facilities, infrastructure, amenities and roadway improvements;** and deliberation regarding economic development negotiations, including discussion of commercial or financial information 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 and to deliberate the offer of financial or other incentives to said business prospect.

- b. § 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Finance Director.

Councilmember Michelson exited the executive session during discussion of ITEM 3-b: Finance Director and did not participate in discussions regarding the Finance Director.

ITEM 4. RECONVENE INTO OPEN SESSION - IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, CHAPTER 551, THE CITY COUNCIL WILL RECONVENE INTO OPEN SESSION TO CONSIDER ACTION, IF ANY, ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

Mayor White announced that the Council would enter Open Session at 8:40 p.m. There was no action taken.

ITEM 5. 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 8:4 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

APRIL 2, 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
David Fowler, Planning Director
Gary Williamson, Police Chief

Brad Bullock, City Attorney
Julie Bowermon, City Secretary
Sean Kelley, Public Works Director

Citizens/Visitors Addressing the Council: Representatives of the Hays-Caldwell Women's Center; Ryan Garcia of JES Holdings; and Citizens: Angie Mesa, Alondra Amaya, and Patsy Jevas.

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 OF PROCLAMATIONS DECLARING APRIL 2024 AS CHILD ABUSE AND SEXUAL ASSAULT AWARENESS & PREVENTION MONTH.

Mayor White presented proclamations to the Hays-Caldwell Women's Center.

B. DISCUSS CITY COUNCIL MINUTES OF THE MAY 8, 2023, MAY 9, 2023, MAY 16, 2023 AND FEBRUARY 6, 2024 MEETINGS.

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

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.

Mr. Kelley stated that 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 1,000 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 would extend the term for an additional 5-year term from June 1, 2024 to May 31, 2029 and has a renewal option for an additional 5-years. There was discussion.

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.

Mr. Fowler stated that 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.

Ryan Garcia of JES Holdings provided details and there was discussion about the Maple Park Manor project.

E. DISCUSS THE MID-YEAR FINANCIAL REPORT FOR 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 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).

F. DISCUSS THE PRELIMINARY BUDGET AND TAX CALENDAR FOR FISCAL YEAR 2024-2025.

Mr. Resendez stated that 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.

RECESS: Mayor White announced that the Council would recess for a break at 7:03 p.m.

ITEM 1. CALL TO ORDER.

Mayor Lew White called the meeting to order at 7:30 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.

Angie Mesa, 1515 Foxglove Drive, Lockhart, spoke against the construction of the Maple Street Truck Stop. She stated that she believed that it was no longer suitable for the area because of high traffic hazards, heavy truck traffic, possible human trafficking, decreased property values, and noise and vehicle pollution.

Alondra Amaya, 1511 Foxglove Drive, Lockhart, spoke against the construction of the Maple Street Truck Stop. She stated that her husband sustained injuries when involved in a traffic accident where he was hit by a large truck at a truck stop. She believes that the traffic at a truck stop creates traffic hazards and requested that the proposed truck stop be located to another location.

Patsy Jevas, Silent Valley Road, expressed concern about her livestock being shot, on four occasions, from gunfire coming from Stueve Lane. She stated that elected officials, animal control and police officers took reports and are investigating the incidents. She stated that she is offering a \$2,000 reward to someone that reports the individual(s) that is shooting her livestock. She requested assistance from the community to find the individual(s) committing the crime.

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

ITEM 4-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.

Mayor Pro-Tem Sanchez made a motion to approve the minutes. Councilmember Michelson seconded. The motion passed by a vote of 7-0.

ITEM 4-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.

Councilmember Michelson made a motion to renew the lease with Community Action, Inc. for a term of five years, as presented. Councilmember Westmoreland seconded. The motion passed by a vote of 7-0.

ITEM 4-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.

Councilmember Lairsen made a motion to approve Resolution 2024-12, as presented. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

ITEM 4-D. DISCUSSION AND CONSIDERATION OF THE MID-YEAR FINANCIAL REPORT FOR FYE 2024.

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

ITEM 4-E. DISCUSSION AND/OR ACTION TO CONSIDER THE PRELIMINARY BUDGET AND TAX CALENDAR FOR FISCAL YEAR 2024-2025.

There was discussion.

Councilmember Castillo made a motion to approve the budget and tax calendar, as presented. Councilmember Lairsen seconded. The motion passed by a vote of 7-0.

ITEM 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.

ITEM 6. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

Mayor Pro-Tem Sanchez expressed condolences to families that have lost a loved one. She congratulated all that participated in the KidFish event. She invited all to attend the Education Foundation fundraising event this week.

Councilmember Lairsen thanked city employees for their work.

Councilmember Castillo thanked the Parks Department employees for maintaining city parks.

Councilmember Michelson thanked employees and invited all to attend the Education Foundation fundraiser.

Mayor White thanked city staff for their work, and all involved with the KidFish event. He invited all to participate in the annual Sip-n-Stroll event that will be held this weekend.

ITEM 7. 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 7:58 p.m.

PASSED and APPROVED this the 4th day of March, 2025.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Julie Bowermon
City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Discussion and/or action to consider the purchase of a Weis Quick Attack fire apparatus built on a 2025 Ford-550 chassis Super Cab and manufactured by Weis Fire & Safety Equipment, LLC in Salina Kansas, utilizing the Houston Galveston Area Council (HGAC) Purchasing Cooperative Program.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Approval of Bid

BACKGROUND/SUMMARY/DISCUSSION: The expanding threat of wildfires to Texas communities is a result of the state's ever-changing land use, climate, and population. Many Texas communities such as Lockhart are within the Wildland Urban Interface (WUI). The WUI is an area where people and their homes meet or mix with wildland vegetation.

Central Texas had an extremely busy wildfire season in 2023 due to the warm temperatures, low humidity, strong winds, and ongoing drought conditions. Lockhart Fire Rescue responded to 21 wildfire incidents in 2023, including the 228-acre Boggy Creek Fire, and the 150-acre Barth Fire. The After Action Report (AAR) from the 2023 fire season is attached for review. One of the intermediate-term action items from the review was to purchase a second wildland brush truck for responding to WUI fires. The goal is to place the Quick Attack fire apparatus into service at Fire Station No. 2 with the ladder truck.

The Weis Quick Attack fire apparatus will be equipped with a separate fire pump at the rear to allow the apparatus to be mobile while applying foam and water to the wildfire. The Quick Attack is also equipped with a 400-gallon water tank, four-wheel drive, 7.3L V-8 gasoline engine, super single-tire conversion, 3" lift kit, skid plates, 20HP Honda fire pump, stainless steel plumbing, 100' booster reel, foam system, ground sweeps, three pre-connected whip lines, portable winch, emergency lighting, and equipment storage compartments.

The cost of the Quick Attack fire apparatus is \$291,965, which includes a \$1,000 HGAC fee, a \$6,000 contingency fund for equipment and/or unexpected costs. A \$2,000 discount is available if the city chooses to pay for the cab and chassis upon arrival. The delivery time upon ordering is approximately 18 months. The Quick Attack fire apparatus will be built in Salina, Kansas. A final inspection will take place at the manufacturing plant and the vehicle will be driven to Lockhart by fire department personnel.

On December 30, 2024, the Lockhart Fire Department entered into a Memorandum of Understanding (MOU), with the City of Lockhart. The MOU allowed for the allocation of American Rescue Plan Act (ARPA) funds for the procurement of a brush truck and associated equipment, designed for fighting wildfires, particularly in rugged, off-road terrain. The project will be funded by ARPA (\$275,000) and the City's general fund (\$16,965).

City of Lockhart, Texas

Council Agenda Item Cover Sheet

The Quick Attack fire apparatus will meet or exceed the current NFPA 1900, Standard On Wildland Fire Apparatus.

PROJECT SCHEDULE (if applicable): The expected timeline for delivery of the fire apparatus is 18 months.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends the purchase of the Weis Quick Attack fire apparatus built on a 2025 Ford-550 chassis Super Cab and manufactured by Weis Fire & Safety Equipment, LLC in Salina, Kansas, utilizing the Houston Galveston Area Council (HGAC) Purchasing Cooperative Program.

LIST OF SUPPORTING DOCUMENTS: APPARATUS PROPOSAL 2-19-25, LOCKHART - SPECS - 2-19-25, Lockhart Wildland Fires 2023 AAR - Final 9-15-23, Wildfire Overview 3-4-25



Weis Fire & Safety Equipment, LLC.

111 E. Pacific * P.O. Box 3467

Salina, Kansas 67402-3467

785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax

www.weisfiresafety.com

"It's a Weis choice"

WEIS FIRE PROPOSAL

TO: Lockhart Fire Rescue, TX

DATE: 02/19/2025

GENTLEMEN:

WEIS FIRE AND SAFETY EQUIPMENT, LLC, HEREBY PROPOSES TO MANUFACTURE AND FURNISH YOU, SUBJECT TO YOUR ACCEPTANCE OF THIS PROPOSAL AND THE PROPER SIGNING AND EXECUTION OF THE ATTACHED CONTRACT AND ADDENDUM(S) BY THE PARTIES THERETO, THE APPARATUS AND APPURTENANCES HEREIN DESCRIBED AND FOR THE FOLLOWING PRICES LISTED BELOW. IN THE EVENT THE PURCHASER USES ITS OWN PURCHASE ORDER OR ITS OWN CONTRACT PAGES IN LIEU OF SIGNING THE ATTACHED CONTRACT, IT SHALL BE UNDERSTOOD BY ALL PARTIES THAT ALL TERMS AND CONDITIONS OF THE ATTACHED CONTRACT AND ADDENDUM(S) SHALL TAKE PRECEDENCE OVER ANY AND ALL OTHER DOCUMENTS.

One (1) 2025 Weis Quick Attack 400RM on a 2025 Ford-550 gasoline chassis

PRICE: \$284,965.00 APPARATUS

\$1,000.00 H-GAC FEE

\$6,000.00 CONTINGENCY (any unused amount will be credited if not used)

\$291,965.00 TOTAL PROPOSAL PRICE

NO FEDERAL, STATE, OR LOCAL TAXES ARE INCLUDED, UNLESS SUCH TAXES ARE ITEMIZED.

DELIVERY: 18 Months

F.O.B. Salina, KS.

All apparatus and appurtenances shall be manufactured in accordance with the attached specifications, with the same specifications becoming a part of the contract. Delivery shall be made within the time specified above after receipt and acceptance by WEIS FIRE AND SAFETY EQUIPMENT, LLC, of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents, any other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: Due upon completion.

If the chassis is paid for within 15 days of receipt, you may deduct \$2,000.00 from the bid price.

Note: An estimated chassis price of \$59,735.00 has been included in the proposed price. If a contract is initiated, an invoice would be presented when the 2025 chassis arrives. The price difference would be added to or subtracted from the contract price at that time via a change order.

ALL PRICES OR QUOTATIONS ARE SUBJECT TO CHANGE OR WITHDRAWAL UNLESS ACCEPTED WITH 30 DAYS FROM THE DATE HEREIN SET FORTH.

BY:

Candace McBride – Apparatus Bid Coordinator



Weis Fire & Safety Equipment, LLC
111 E. Pacific * P.O. Box 3467 * Salina, Kansas 67402-3467
785-825-9527 * 1-888-689-9347 * 785-825-9538 Fax
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WEIS FIRE QUICK ATTACK 400RM
LOCKHART FIRE RESCUE, TX
REVISED 2/19/2025
AS PER NFPA 1900

CHASSIS

2025 Ford F-550
Super Cab
168" Wheelbase
60" Cab-to-axle
4 x 4
Race Red
40/20/40 front seats
Grey Vinyl
Preferred Equipment Package
XL trim
Air Conditioner
AM/FM stereo with Clock
7.3L V-8 gas engine
10 speed Automatic Trans
4.88 Limited Slip
Power Equipment Group
Telescoping Mirrors
19,500# GVW
Cruise Control
40 gallon Aft Fuel Tank
Payload Upgrade Package
Heavy Duty Front Suspension
4.88 Limited Slip
Dual Batteries
410 amp Alternator
Trailer Brake Controller

CAB STEP BARS

There shall be custom step bars to provide ease of access to the cab. Step bars will be attached to the frame rails only. Steps that are attached to bottom of cab are NOT ACCEPTABLE.

WHEELS AND TIRES

The factory wheels and tires shall be removed and replaced with a Single Rear Tire conversion package.

The package shall consist of the following:

- Five (5) Continental MPT 81 41" tires
- Five (5) custom aluminum wheels
- All wheels to have a Black Anodized finish
- All Tires / Wheels to be match mounted and dynamically balanced
- 3" Lift kit shall be installed to fit the larger tires.
- Front and Rear 2.5" Rad Flo shocks with external reservoirs
- Bump Stops
- Realignment

The speedometer shall be recalibrated to fit the larger tires.

The spare tire shall be provided loose with the apparatus.

SKID PLATES

Custom heavy duty steel Skid plates shall be provided for the transfer case, radiator, and transmission. The skid plates shall have a black powder coat finish.

IN CAB REAR SEAT BENCH CONVERSION

There shall be an in cab rear seat bench conversion to provide additional storage for SCBA Tanks, gear bags or equipment. It shall be constructed of diamond plate and smooth aluminum, black powder coated. It shall be removable for ease of access to the electrical junction box.

There shall be two (2) SCBA holders, location to be determined.

There shall be a mounting platform in the middle of the rear seat bench conversion with power for the following customer supplied; TIC charger, two-way radio chargers, and survivor flashlights.

TANK

The tank shall have a capacity of 400 gallons manufactured UPF.

The tank shall include the following features:

- Fill tower with removable screen
- Sump with anti-swirl plate and drain fitting
- 3.0" vent and overflow pipe
- 1.5" refill fitting
- 3.0" tank suction
- External Liquid level sight tube
- Integrated 15 Gallon Foam cell

The outside of the tank shall be black.

There shall be an FRC Tank Vision water level sight gauge located on the rear pump panel and one (1) mini FRC water level sight gauge inside the cab on the custom aluminum console.

There shall be an FRC foam level sight gauge located on the rear pump panel and one (1) mini FRC foam level sight gauge inside the cab on the custom aluminum console.

REAR MOUNT PUMP CONTROLS

All pump controls shall be provided at the rear of the apparatus. The rear mount pump panel will have all pumping functions.

The tank to pump line shall be operated at the rear of the apparatus.

The pump panel shall be constructed of .125" smooth aluminum with a black textured powder coat finish.

The pump panel shall be provided with an LED panel light.

Each discharge shall be properly function labeled.

PUMP

The pump shall be powered by an HPX200-H20 with a 20-HP Honda 4-cycle, V-Twin gasoline engine with the following features:

- 4" Victaulic Inlet
- 2.5" NPT outlet
- Electric start
- Pump panel
- 2.5" master gauge
- Oil Pressure Warning Light
- Water Temperature Warning Light
- 12V Electric Primer

Pump Performance

40 GPM @ 150 PSI
150 GPM @ 115 PSI
250 GPM @ 30 PSI

The pump shall be located at the rear of the apparatus.

The fuel supply for the fire pump shall be directly plumbed into the chassis' fuel system.

An auxiliary fuel pump and one way fuel check valve shall be provided in the fuel supply plumbing between the chassis' fuel cell and fire pump.

PLUMBING

All plumbing shall be heavy duty **welded stainless steel plumbing**. When necessary, high pressure hose shall be used with stainless steel fittings. **The stainless steel plumbing shall have a 10 year warranty.**

A 4.0" square manifold shall be utilized. All discharges shall be plumbed from this manifold.

The entire discharge plumbing system shall be hydrostatically tested to 300psi for two minutes prior to installation. This is to ensure that the entire plumbing system will not leak and to ensure the safety of all fire department personnel.

The manifold shall have one (1) 2.5" fitting for the 2.5" plumbing from the pump.

The manifold shall have one (1) 2.5" fitting for the 2.5" rear discharge.

The manifold shall have one (1) 1.5" fitting for the plumbing supply to the front of the body whip lines.

The manifold shall have four (4) 1.0" fittings, one (1) for the booster reel, one (1) for each ground sweep actuator and one (1) for the plumbing supply to the front bumper hose tray discharge.

The discharge plumbing from the pump to the manifold will be plumbed with 2.5" pipe.

There will be a 2.5" discharge provided at the rear of the apparatus. The discharge shall include a 2.5" x 1.5" adapter, provided with a chrome cap and chain.

All discharge valves shall be heavy duty, full flow, fire service quality quarter turn ball valves.

The tank to pump line shall be plumbed with 2.5" plumbing. A wire reinforced flexible connection shall be used to provide ease of service and to reduce vibration.

The tank to pump valve shall be a manually operated 2.5" heavy duty, full flow, fire service quality quarter turn ball valve.

There shall be a 2.5" gated suction with a 2.5" plug and chain. It shall include one (1) 2.5" Akron Valve.

NOTE: Only full flow quarter turn ball valve shall be used for suction and discharge lines.

The 1.0" tank fill and recirculating line shall utilize a 1.0" Class 1 ball valve.

REAR BOOSTER REEL

A Hannay heavy duty low profile electric rewind booster reel will be provided with 100' x 1.0" of yellow Mercedes Boostlite® hose. The booster reel shall be painted graphite gray and located above the pump on a custom built platform.

A TFT 1.0" QuadraFog 5-10-24-40-60 GPM adjustable gallonage nozzle with pistol grip.

The nozzle clip for the booster reel will be mounted on the back of the passenger side upper body compartment, within reach while standing on the ground.

The booster reel shall be plumbed with high pressure hose with stainless steel fittings.

The booster reel will be provided with one (1) rewind switch located in the fire body extrusion to the left of the rear warning light.

The booster reel shall be provided with a single chrome hose roller and spool assembly.

A 40 amp circuit breaker will be provided for the booster reel.

FOAM SYSTEM

A Trident 'Foamate' Model #31.008.0 ATP-1.0 Class A around-the-pump foam system shall be installed. It shall be controlled from the rear mount panel.

The ATP system shall have the following performance ranges at 100 PSI (6.9Bar):

- a) 400 GPM (1500 LPM) at 0.25% foam percentage
- b) 200 GPM (750 LPM) at 0.50% foam percentage
- c) 100 GPM (375 LPM) at 1.0% foam percentage

WHIPLINE

There shall be two (2) 1.0" whipline discharges provided, one (1) at each front corner of the fire body with a 4' x 1.0" forestry whipline hose. Each whipline shall include a TFT

1.0" QuadraFog 5-10-24-40-60 GPM adjustable gallonage nozzle with pistol grip and Pac 1002 nozzle clip.

The 1.5" plumbing supply line to the front whiplines shall include a tee at the front of the fire body to supply to each whipline.

FRONT GROUND SWEEP NOZZLES

There shall be two (2) ground sweep nozzles provided on the apparatus, both ground sweeps are to be located at the front of the bumper, the exact locations are to be discussed at a Prebuild meeting. The nozzles shall supply approximately 10 GPM at 100 PSI. Each ground sweep nozzle shall be independently controlled by electric valves from switches located inside the cab on the custom console.

There shall be protective guards installed over the ground sweep nozzles. They shall be steel with a heavy duty black powder coat finish.

FRONT BUMPER

There shall be a custom designed heavy duty full replacement front end bumper provided on the apparatus.

The bumper shall have an integral 2.0" receiver tube.

The bumper shall have an integral siren mount with protective expanded steel cover.

The bumper shall have two (2) integral speaker mounts, one (1) each side in the bumper wing with "FD" laser cut logos over the speakers for protection.

The bumper shall have a 1.5" gated suction located in a custom built hose tray for use with a whip line. The pre-connected hose tray shall hold up to 25' x 1.5" fire hose. The custom hose tray shall have a black mesh cover with turn style buckles.

The bumper shall have provisions for mounting two (2) air horns.

There shall be two (2) heavy duty tow eyes.

The bumper shall have a black textured Powder Coat finish.

QUICK MOUNT WINCH

There shall be a Rough Country PRO 12000 portable winch provided with 2" receiver tubes and electrical quick connects located at the front and rear of the apparatus.

QUICK ATTACK BODY

The fire body shall be constructed entirely of heavy duty extruded aluminum and will have a TEN (10) year structural warranty.

The perimeter of the body shall be constructed of a heavy duty 6061T5 aluminum extrusion. The deck plate shall be stitch welded on the bottom side of the extrusion. The cross members shall be 2.0" x 4.0" 6061T6 extruded aluminum tube on 12" centers for rigidity and longevity. There shall be no less than eight (8) aluminum 2.0" x 4.0" extruded aluminum cross members.

The sills shall be 6.0" steel channel.

The body sills shall be mounted to the frame utilizing a 6-point mounting system.

There shall be .125" aluminum diamond plate covering the entire upper surface of the body.

The fire body shall be 108" long, 96" wide.

There shall be a headache rack at the front of the body that will also serve as a light bar mounting platform. The headache rack shall be constructed with 2.0" x 2.0" extruded aluminum tubing and will have diamond plate covering the bottom half on front and back side and expanded aluminum on the top half.

The light bar platform shall be constructed of 1/4" aluminum plate shall be properly gusseted. The light bar platform shall be 14" x 75".

A 108" deep x 30" wide x 5" high tool compartment at rear of the apparatus with a horizontally hinged, drop down door shall be provided. This compartment shall provide for underbody storage of department supplied shovels, brooms, rakes, etc.

There shall be a lightweight pullout tray in this compartment for ease of access to the department supplied tools. The tray shall have a heavy duty black protective coating to prevent tools from sliding. It shall have two (2) stainless steel barrel latches mounted to secure the tray in place during transport.

There shall be one (1) transverse storage compartment with lift up doors, located on top of the flatbed, behind the cab, and in front of the upper body side compartments. The compartment shall be 24" W x 30" H x 96" L with two (2) slide trays, one (1) to pull out each side on the bottom of the compartment.

There shall be a shelf in the transverse upper area for storage of a backboard. The shelf shall have nylon straps and quick release buckles to secure the backboard in place during transit.

There shall be one (1) sweep-out style compartment with two (2) lift up doors, located on the driver side of the fire body. Dimensions for the driver's side compartment shall be 83" W x 30" H x 24" D. The compartment shall include an aluminum divider. There shall be an adjustable shelf in L-3.

There shall be PAC board mounted on the back wall of L-2.

There shall be one (1) dunnage tray mounted on top of the Driver side upper body compartment. The dunnage tray shall be 83" W x 10" H x 20" D. It shall be constructed of .125 aluminum diamond plate with a textured black powder coat finish. The dunnage shall be open with no cover.

There shall be one (1) sweep-out style compartment with two (2) lift up doors, located on the passenger side of the fire body. Dimensions for the passenger's side compartment shall be 83" W x 30" H x 24" D. The compartment shall include an aluminum divider, with an adjustable shelf in the R-2 and R3 compartments.

There shall be one (1) dead lay hose box mounted on top of the Passenger side upper body compartment. The dead lay hose box shall be 83" W x 10" H x 20" D constructed of .125 aluminum diamond plate, hinged lid with a textured black powder coat finish. The rear facing end will be open and include a mesh cover with quick release buckles.

The upper doors shall have D style slam latches. The doors shall be pan lined for strength and durability. The doors shall be .125 aluminum diamond plate. The exterior of the doors shall have a black textured powder coat finish.

The body of the compartments shall be constructed of .125" aluminum diamond plate.

There shall be two (2) underbody toolboxes located one (1) on the left and one (1) on the right side of the apparatus, 16"H x 20"D x 30"W with drop down doors and cable stops. The underbody doors shall be .125 aluminum diamond plate.

There shall be one (1) pull-out, drop down style step located under each underbody box for ease of access to the upper coffin boxes.

All compartments and shelves shall be lined with Turtle Tiles.

The transverse compartment shall have two (2) full length LED strip lights overhead. All compartments shall have two (2) LED compartment lights, one (1) located at each side of the door opening. All compartment lighting shall automatically come on when the compartment door is opened.

The upper body compartments and lower under body toolbox doors shall be wired to an open door warning light and alarm that shall be in the cab. The open door warning light shall be activated anytime a compartment door is open. The open door warning light

AND alarm shall be activated anytime a compartment door is opened and the chassis' transmission is shifted out of park.

There shall be an underbody fender panel that runs from the under body compartments to the rear of the fire body on each side. The panels shall be constructed of polished .125 aluminum diamond tread plate. The wheel well openings will be cut out to conform to the wheels. The panel behind the rear wheels shall be angled to allow for clearance.

There shall be an 8' x 6.0" deep rear step integrated into the receiver hitch. It shall be covered in NFPA diamond plate and 45'd at the corners.

A receiver hitch and two (2) tow shackles shall be provided as an integral part of the bumper. The bumper shall be black powder coated.

There shall be a 7-pin trailer plug.

There shall be two (2) flexible rubber strap steps located on each side of the rear of the fire body.

All stop, turn, back up, corner, and DOT lights shall be provided. All lighting shall be LED.

A flush mounted fuel fill hole will be provided for one fuel tank. The fuel fill shall be located on the body next to the pump in a vertical manner to facilitate easy filling of the fuel tank. It shall NOT be located on the side of the body. A "GASOLINE" label shall be provided next to the fuel filler cap.

Mud flaps shall be installed behind the rear wheels. The mud flaps shall say "KEEP BACK 500 FEET".

SPARE SCBA BOTTLE STORAGE

There shall be two (2) wheel well style SCBA air bottle storage compartments located one (1) on the driver side of the rescue body in front of the rear wheel and one (1) on the passenger side of the rescue body in front of the rear wheel.

A rubber insert shall be provided for the bottle tubes.

BODY CORROSION PROTECTION

The entire aluminum equipment body and all body equipment, compartments and compartment doors shall have a textured black powder coated finish. This includes the underside of the body and the interior of the compartments.

HyperSight HS-160R Kit & BACK UP CAMERA

A HyperSight Thermal Imaging Camera (TIC) will be installed. The HyperSight system shall utilize a 7" Monitor screen. A back up camera shall be included, and it will utilize the same 7" monitor. The HyperSight thermal imaging camera shall be mounted centered on the top front bumper rail.

The 7" Monitor shall be mounted in place of the rear view mirror.

APPARATUS CHARGING SYSTEM

There shall be a Kussmaul Auto Charge 1000 with Super Auto Eject plug and digital battery status indicator provided on the apparatus. The digital battery status indicator and Auto Eject plug shall be located at the front driver's side in the fire body extrusion.

AIR HORNS

One Air Horn system package will be installed. The system shall include two (2) air horns, waterproof slimline 3-Gallon air compressor and pressure switch. There shall be a rocker switch located on the custom aluminum console to activate the air horns.

ELECTRICAL

The entire wiring system shall be entirely composed of high grade commercial quality wiring harnesses that shall be color coded, and function coded throughout. An electrical sub panel shall be located behind the passenger seat. The apparatus' wiring harnesses shall be connected to the electrical sub panel utilizing Deutsch connectors. A wiring diagram shall be provided with the apparatus.

A 90 amp resettable circuit breaker for the fire body shall be mounted under the bed at the right rear corner.

A 150 amp resettable circuit breaker for the electric primer shall be mounted under the bed at the right rear corner.

The electrical system shall have a five (5) year warranty.

EMERGENCY LIGHTING SYSTEM

An emergency lighting system consisting of the following shall be provided.

A Whelen Liberty Light Bar, 55", LED (red/blue) with 4-take down lights and alley lights shall be mounted on the headache rack located at the front of the fire body.

Eight (8) Whelen M-4 series (red / blue split) flashing lights shall be provided with black bezels. The LED lights shall be located two (2) at the front of the apparatus, two (2) on

the front fenders, two (2) on the sides of the fire body (one (1) each side) and two (2) at the rear.

There shall be a four (4) Whelen M6 warning lights, two (2) Red located one (1) each upper rear facing side of the upper body compartments and one (1) blue, and one (1) green. Placement to be discussed at a pre-build meeting.

The emergency lights shall be independently switched with a master switch ability.

A Whelen 295SLSA6 full function 100 watt siren shall be provided.

Two (2) Whelen SA315P 100 watt speaker shall be mounted at the front bumper.

A Whelen WBUA107 back up alarm shall be provided.

There shall be a Whelen TAM83 Traffic Advisor, Amber, mounted under bar at the rear. wder coated custom aluminum console shall be provided to house the siren/switch controls, GoLight controller, mini water level indicator, mini foam level indicator, dual cup holders and one (1) customer supplied radio.

All emergency lights shall be controlled from the siren / switch module.

AUXILIARY LIGHTING

There shall be one (1) 20" Hi-Viz LED mini brow light on the front replacement bumper mounted under the top rail.

There shall be two (2) 31" Hi-Viz LED mini brow combo lights, Scene/Flood/Spotlights, one (1) each side above the side compartments.

There shall be Whelen Tracer Trio 5-Light head LED Running Board lights, one (1) each side of the chassis that shall alternate red/white/blue and shall include a flood mode.

The front bumper and upper body scene lights shall be independently controlled from switches located on the custom aluminum console inside the cab.

There will be two (2) LED work lights provided to illuminate the pump area, mounted at the rear of the fire body for nighttime operation and will be switched at the switch module in the cab.

UNDERBODY AND WORK LIGHTS

There shall be eight (8) underbody ground lights provided, located one (1) LED light under each corner of the fire body and one (1) LED light under each cab door.

These lights shall be automatically activated when the chassis' transmission is shifted into park and shall automatically de-activate when the chassis' transmission is shifted out of park.

There will be two (2) GOLight GT LED (black) provided, mounted one (1) on each side of the headache rack. The controls will be mounted in the cab.

LETTERING AND STRIPING

Up to 60 3.0" Reflective Sign Gold letters will be provided on the apparatus.

The apparatus shall be provided with a 1" x 3" x 1" White Scotchlite reflective stripe on the chassis and body as per NFPA requirements.

There shall also be a 3.0" Red Scotchlite stripe installed within the perimeter fire body extrusion.

There shall be red / yellow Chevron striping provided at the rear of the upper compartments and tail board of the fire body.

ADDITIONAL EQUIPMENT

- 20# ABC Fire Extinguisher with mount bracket, mount location to be determined.
- 2.5# Gallon Water Extinguisher with mount bracket, mount location to be determined.

OPTIONS:

SCBA FRONT PASSENGER SEAT

ADD TO BID PRICE \$3,685.00

Front passenger seat to be removed and replaced with an HO. Bostrom SCBA Smartdock with seat riser, 5" heavy duty seat adjusters, flip up easy out padded one piece, headrest removal, load and lock SCBA bracket. Pacifica gray vinyl trim w/gray black Durawear polyester waterproof fabric cushions certified to meet federal FMVSS requirements.

NOTE: DUE TO PASSENGER SEAT REMOVAL CHASSIS WILL NO LONGER HAVE AN AIR BAG EQUIPPED IN THE PASSENGER SEAT. ONLY AIR BAGS WILL BE FRONT AIR BAG AND SIDE CURTAIN AIR BAGS.

City of Lockhart



Wildland Fires AAR 2023

City of Lockhart

Wildland Fires 2023 AAR

EXECUTIVE SUMMARY

The City of Lockhart and the surrounding central Texas region has experienced an exceptionally dry and hot summer in 2023. The National Weather Service (NWS) has issued multiple Red Flag Day Warnings or Fire Danger Statements for Caldwell County. A combination of very warm temperatures, extremely low humidity, and strong winds are the criteria the NWS uses for these warnings and statements. The National Weather Service has the City of Lockhart at a drought status of D4 (Exceptional Drought). The Texas A&M Forest Service (TAMFS) is currently at wildfire preparedness level 4 with 5 being the highest level of preparedness. The Texas A&M Forest Service this year has responded to 11 wildland fires with a total of 698 acres burned in Caldwell County. Lockhart Fire Rescue has responded to 19 wildland fires since June 1, 2023 within Caldwell County.

Due to the large number of fires and acres involved mutual aid from local fire departments, Texas A&M Forest Service, law enforcement, and emergency management has been essential to managing the number of fires and the acres burned. The City of Lockhart has responded to five wildland fires of significance in the city limits or its extraterritorial jurisdiction (ETJ) in 2023.

- **Boggy Creek Fire** – SH 130 @ Boggy Creek Rd. – 228 acres. (8/11/23)
- **Barth Fire** – 1717 N. Colorado St. - 150 acres. (8/18/23)
- **Clear Fork Fire** – 2400 Clear Fork St. - 1 acre. (8/21/23)
- **Smoke Pipe Fire** – 127 Old Luling Rd. (South of Summerside) - 15 acres. (8/26/23)
- **Prickly Pear Fire** – 5395 US HWY 183 N. – 24 acres. (8/29/23)

The total acres burned for the five wildland fires is 418 acres. Fortunately, there were no major injuries to firefighters or citizens and no structures were lost. On the Barth Fire there was minor damage to a structure and a near miss with a drone and a TAMFS helicopter. The key successes and key improvement opportunities are as follows.



City of Lockhart

Wildland Fires 2023 AAR

As with any major wildfire season or other large-scale disaster it is a good time to learn from the event and improve our collective knowledge on how to respond in the future. It is also important to realize many of our resources are stretched thin to include fatigued personnel, equipment failures, lack of needed equipment, and a finite number of resources. While we have been successful with limited property damage or injuries from these wildfires it is important to realize future wildfire conditions could be worse and overwhelm our local resources. Some of the key successes and key improvement areas include;

KEY SUCCESSES

- No major injuries to firefighters or citizens.
- No structures lost.
- City of Lockhart emergency management staff forward important weather alerts and warnings to city staff for situational awareness.
- Local first responders have gained experience in a short period of time. No amount of training will match the experience gained in actual response under these conditions.
- Effective mutual aid from local fire departments in Caldwell County. The mostly volunteer fire departments within Caldwell County have responded in a major way to help each other to control these extreme wildfires. This is true selfless service to their community.
- Mutual aid from Travis County ESD #11 (TCESD#11) has played a significant role in our wildfire response. Chief Bailey has been supportive of our resource needs. As a larger paid organization, they have access to additional resources not available to a small fire department. TCESD #11 also typically responds with command staff to assist in command and control. TCESD#11 also has access to the Travis County Wildland Strike Team which responded to some of our fires. Lastly, Travis County Starflight medical helicopter has responded to Caldwell County to make water drops.
- Command and incident support from Caldwell County Emergency Management. Hector Rangel and Hank Alex have been a common resource on all of the fires in Caldwell County. The County is to be commended for allowing their support to the county fire departments in this manner. Hank Alex has been invaluable with his access to the Texas A&M Forest Service (TAMFS) resources and proving incident command on many of the county fires.

City of Lockhart

Wildland Fires 2023 AAR

KEY SUCCESSES

- The Texas A&M Forest Service (TAMFS) staged in Bastrop County has been a critical component of our ability to manage wildland fires experienced in 2023. Support included dozers, helicopters, fixed wing aircraft, command staff, and Texas Intrastate Fire Mutual Aid System (TIFMAS) strike teams. The TIFMAS resources are activated by the state from Texas fire departments. The Texas Division of Emergency Management (TDEM) and Chief Nim Kidd have built up the state's all hazard response profile significantly over the last decade. TDEM's Caldwell County Liaison Officer Mark Mayberry provided assistance as needed.
- Two-way radio communications within Caldwell County. First responders did a good job of obtaining a tactical channel during large fires to reduce traffic on the main dispatch channel.
- Use of the Incident Command System (ICS). Every fire had an incident commander and personnel were operating within the command structure. It is important not to freelance on a large incident.
- Law enforcement support with traffic control and evacuations. Most of the wildfires require traffic support due to smoke or fire impacts on roadways, providing safety for first responders operating near roads, and on several fires' evacuation support. Agencies include Lockhart Police, Caldwell County Sheriff, Caldwell County Constables, and the Texas Department of Public Safety (DPS).
- Dispatch support for the multi-agency responses. A lot of communication takes place during a large wildfire response and the requesting of resources by incident command through dispatch can be extensive. Lockhart Police dispatches for Lockhart Fire and Caldwell County Sheriff for the volunteer fire departments.

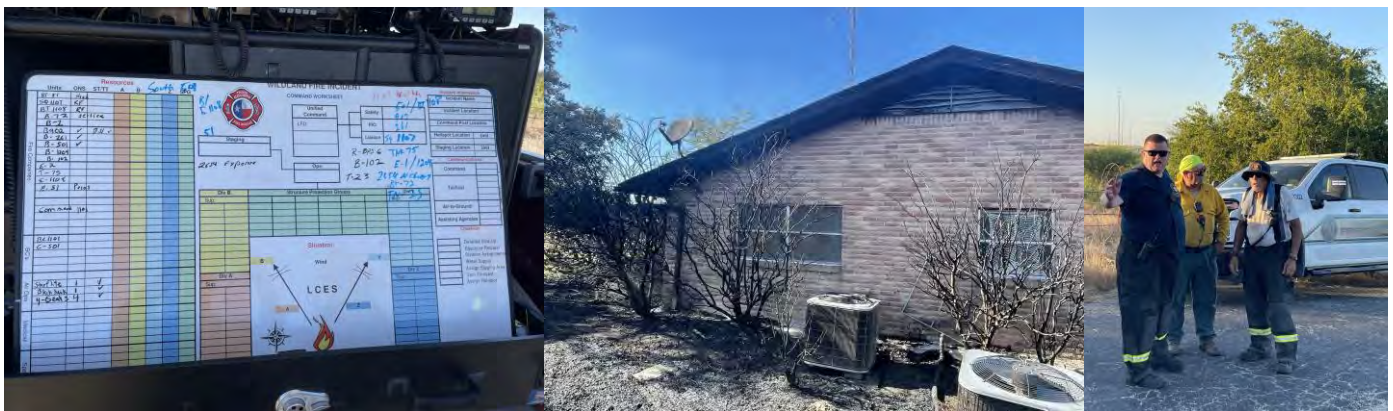


City of Lockhart

Wildland Fires 2023 AAR

KEY IMPROVEMENT AREAS – SHORT TERM

- Lockhart Fire developed a Caldwell County resource list of fire resources available from each fire department. The resource list will assist Lockhart Fire personnel in ordering local and state resources for a large wildland fire. Examples include brush trucks, engines, tenders, etc.
- Lockhart Fire ordered a small incident command board for Lockhart incident commanders (IC) to document resources on a large-scale wildfire. Incidents involving up to 10 or more resources are hard to manage without tracking resources and managing the span of control of supervisors. The command boards are small since often our Captains may be mobile or in the cab of a vehicle.
- Lockhart Fire ordered face covering for firefighters to reduce smoke inhalation and reduce heat to face from wildfire.
- Lockhart Fire reviews wildland fires at the shift level to discuss tactics and operational level improvements. Discussions include safety such as wildland personal protective equipment (ppe), fighting the wildfire from the already burned portion of the grass (the black), equipment needs and improvements, etc.
- Lockhart Fire is planning department level training on the incident command system (ICS), use of the command board, and resource ordering based on a wildland incident.
- Integrate law enforcement into the command structure on wildland incidents and if possible have a law enforcement representative at the command post. Law enforcement can become part of a unified command (Fire, Police) or create a traffic control/evacuation group with a supervisor to report to command.



City of Lockhart

Wildland Fires 2023 AAR

KEY IMPROVEMENT AREAS – SHORT TERM

- Public Works Utilities has acquired pressurized water fire extinguishers to use when performing any hot works (grinding, welding, etc.) under wildfire threat conditions. A member of Public Works Utilities will be assigned to be the lookout (fire watch) for fire and operate the fire extinguisher during hot works operations if needed.
- Lockhart Fire Brush 1 upgrades. Funds have been budgeted to upgrade the pump motor, foam system, and fire pump on the skid unit which allows the vehicle to drive and use fire hoses at the same time. Brush 1 is 11 years old and has recently experienced mechanical issues with the fire pump. Estimated cost \$60,000.
- Acquire wildland fire boots for Lockhart Fire personnel. Firefighters currently use structural firefighting boots as wildland boots. Wildland firefighting boots will reduce the fatigue of all the walking and reduce chances for ankle sprains. Lockhart Fire previously received wildland coats and pants from a TAMFS grant. Estimated cost \$5,500.
- Acquire and deploy two wildland progressive hose packs. Progressive hose packs have wildland specific fire hose to deploy on wildland fires. The hose packs deploy quickly to areas brush trucks are unable to access due to terrain, heavy brush, or from a roadway. Estimated cost \$4,000.

KEY IMPROVEMENT AREAS – INTERMEDIATE TERM

- All first responders, fire, police, and EMS should at a minimum have FEMA ICS 100, 200, and 700. The FEMA ICS classes are online and require a minimal amount of time. Commander level first responders should also take ICS 300, which is a three day in person course.
- Improve management and code enforcement of wildland/urban interface areas in the City of Lockhart. Many subdivisions have high fuel loads adjacent to fence lines.
- Purchase a second wildland brush truck for Lockhart Fire to increase response capability, redundancy, reliability, and firefighter safety. The current brush truck is 11 years old. Brush trucks today can be equipped with lift kits, ground sweeps, and nozzles operated from the cab to allow operation by one person if needed. Both brush trucks would be kept in service. Estimated cost is \$225,000.

City of Lockhart

Wildland Fires 2023 AAR

CONCLUSION

The 2023 wildfire season in central Texas has been remarkably busy and reminds us of the Bastrop Complex Fires in 2011. These type of fire seasons may only happen once a decade but based on predictions of global warming and recent record-breaking high temperatures the future is unsure. Overall Lockhart was successful in its response to the wildfires in the city and ETJ, but it is always proactive to identify what went well and where improvements can be made.

Responding Departments / Agencies

Lockhart Fire Rescue

Lockhart Police Department

Lockhart Public Works Department

Lockhart City Manager

Travis County ESD #11 Fire Rescue

Travis County Starflight Helicopter

Travis County Wildland Strike Team

Dale Volunteer Fire Department

Martindale Volunteer Fire Department

Maxwell Volunteer Fire Department

Mid-County Volunteer Fire Department

Tri-Community Volunteer Fire Department

Luling Fire Department

Caldwell County Emergency Management

Caldwell County Constable and Sheriff's Department

Texas A&M Forest Service (TAMFS)

Texas Intrastate Fire Mutual Aid System (TIFMAS) Wildland Strike Team

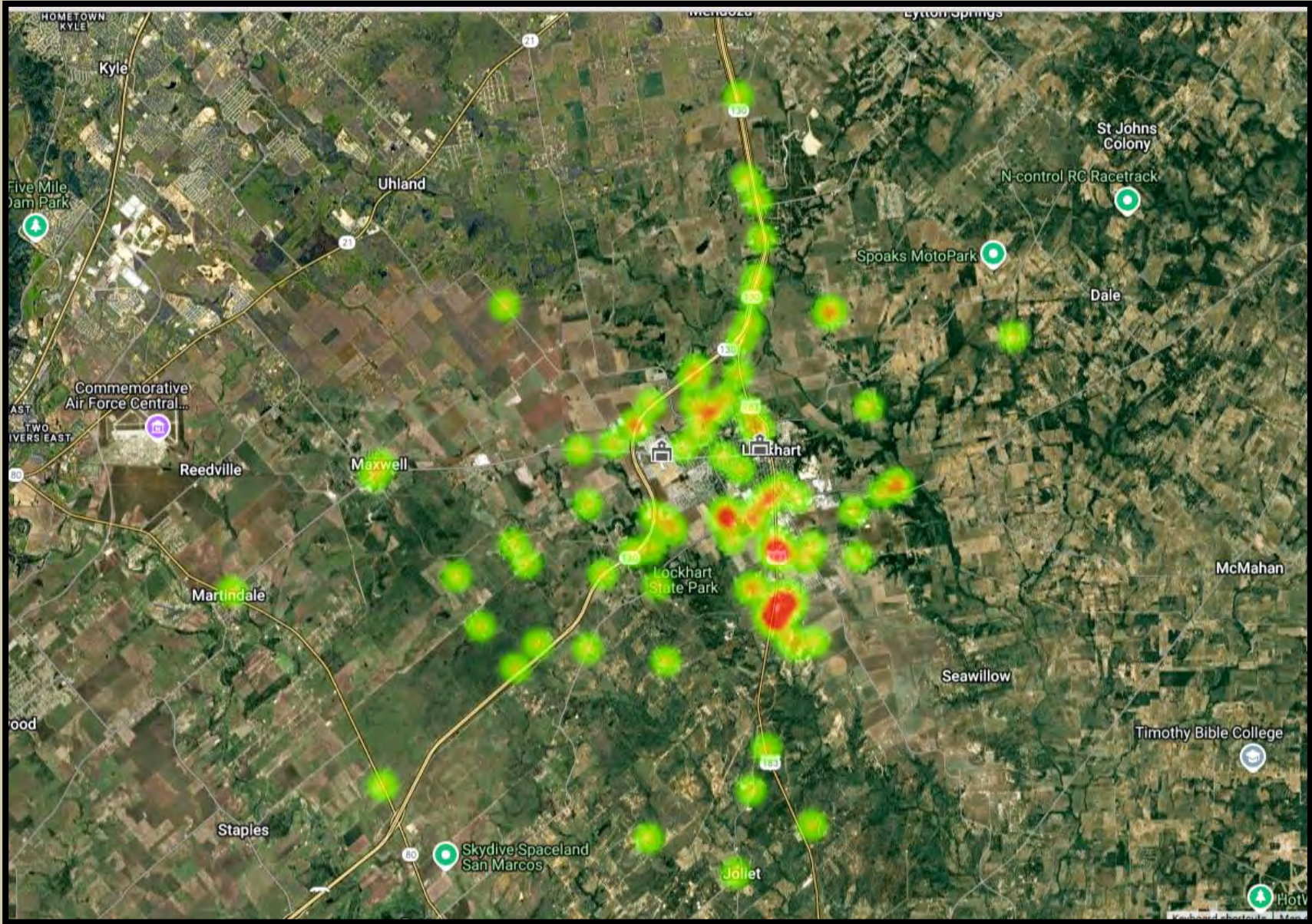
Texas Department of Public Safety (DPS)

Texas Division of Emergency Management (TDEM)

WILDLAND URBAN INTERFACE (WUI)



100 WILDFIRE INCIDENTS FROM 2020 THRU 2024



WUI FIRE CAUSES

VEHICLE FIRES, SPARKS, CHAINS, ETC.



MISUSE OF EQUIPMENT



WUI FIRE CAUSES

FARM EQUIPMENT



NATURAL, INTENTIONAL, UNKNOWN



EXPOSURES TO WUI FIRES

VEHICLES, ROADWAYS



HOMES, BARNES, ANIMALS



WUI LOCKHART

NEIGHBORHOODS



UNDEVELOPED LAND



SUMMERSIDE FIRE



SUMMERSIDE FIRE

FIRE BREAK



FIRE NEVER CROSSED PIPE



QUICK ATTACK VEHICLE



QUICK ATTACK VEHICLE



QUICK ATTACK VEHICLE



QUESTIONS?



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: March 4, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Amendment No. 1 to the TxDOT Airport Project Participation Agreement for project 2314LHART to chip seal, overlay, and marking of the parallel runway and taxiway at the Lockhart Municipal Airport.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

PROJECT SCHEDULE (if applicable): Award (Estimated) - Mid-January to Early February 2025

Contract Execution (Estimated) - Early February to Mid-February 2025

Construction Phase (Estimated) - March to July 2025

Closeout Phase - August 2025

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: December 20, 2022- Resolution 2022-42 approved regarding the Airport Paving Project

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: TxDOT has several programs aimed at assisting with funding airport maintenance projects, which the city has participated in the past. On December 20, 2022, City Council approved Resolution 2022-42 authorizing the City Manager to enter into an agreement with TxDOT for a project consisting of paving and marking the 4,000' long runway and taxiway. The resolution and subsequent agreement identified the City's match responsibilities of 10% (\$191,900) of the entire project (\$1,919,000). These figures were based on estimates at the time of the adopted resolution. This project along with 5 other airport entities were packaged together and bid in 2024. Upon receiving initial bids, not all entities were in agreement with their proportionate costs of the project. TxDOT chose to rebid the projects in the hope that more bidders could be attracted and the costs for the projects would be more competitive.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

TxDOT and staff have reviewed the new bids that have been received, and believe the cost is of fair value regarding the work that is needed at the airport. Following entering the initial agreement, the City paid the estimated 10% match of \$191,900. Tonight's amendment to the project agreement identifies the remaining funds the City will be required to pay to participate in the paving project. The total project amount has changed to \$2,521,950. The 10% match portion of the project the City would be responsible for would be \$252,195. The City's remaining responsibility will be \$60,295, which is the difference in the previous 10% match payment.

LIST OF SUPPORTING DOCUMENTS: 2314LHART_AMEND 1, 2314LHART_Invoice for increase, Lockhart Municipal Airport Paving Exhibit, TxDOT Lockhart Municipal Airport Improvement Agreement (Runway Taxiway 2023) _2314LHART_APPA_signed, .

**TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT**

(Federally Assisted Airport Development)

TxDOT Project No.: 2314LHART
Commission Approval: February 23, 2023
NPE Funds Applied: FY20-FY21
UEI: EYGKM6VLJVG6
ALN: 20.106

Amendment No. 01 to the Agreement

Part I - Identification of the Project

TO: City of Lockhart, Texas

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

City of Lockhart, Texas, hereinafter referred to as the "Sponsor," and the Texas Department of Transportation, hereinafter referred to as the "State," have entered into an Airport Project Participation Agreement TxDOT CSJ Number 2314LHART, executed by the Sponsor on March 16, 2023, and by the State on March 21, 2023, for the development of Lockhart Municipal Airport, hereinafter referred to as the "Airport".

The project is described as design and construction services to: chip seal, overlay and mark Runway 18-36 and mark parallel and connector taxiways at Lockhart Municipal Airport.

It is in the mutual interest of the Sponsor and the State to increase the grant by \$602,950 based on bids received.

Part II - Offer of Financial Assistance, estimates total project costs to be \$1,919,000; and financial assistance is currently limited to \$1,727,100 in federal funds and \$191,900 in local sponsor funds.

The following amendment to the Airport Project Participation Agreement shall become effective upon execution of this Amendment by the Sponsor and the State.

The Airport Project Participation Agreement is amended as follows:

1. On Part II, Item No. 2 of the Agreement, change Amount A, estimated total project costs, and any further references in the Agreement to Amount A, to \$2,521,950.

2. On Part II, Item No. 2 of the Agreement, change Amount B, estimated project costs eligible for federal financial assistance, and any further references in the Agreement to Amount B, to \$2,521,950.

3. On Part II, Item 3 of the Agreement, change Amount C, the maximum obligation of the United States payable under this offer, and any further references in the Agreement to Amount C, to \$2,269,755.

4. On Part II, Item 4 of the Agreement, change Amount D, Sponsor's share of the estimated total project costs, and any further references in the Agreement to Amount D, to \$252,195.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

This Amendment to the Airport Project Participation Agreement between City of Lockhart, Texas, and the Texas Department of Transportation is mutually agreed to and accepted.

City of Lockhart, Texas
Sponsor

Sponsor Signature

Sponsor Title

Date

Execution by the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____



Aviation Division
6230 E Stassney Lane | Austin, Texas 78744
512.416.4500
www.txdot.gov

INVOICE

February 14, 2025

Mr. Sean Kelley
Public Works Director, City of Lockhart
P O Box 239
Lockhart, Texas 78644

RE: TXDOT Project No.: 2314LHART
Fund Source: 25000

Dear Mr. Kelley,

The current estimate for the above reference construction project is \$2,521,950. The Sponsors Share of the estimated cost is \$252,195, our records indicate that we have received \$191,900 and are requesting the additional \$60,295. Please remit the remaining Sponsors Share of \$60,295 to an address shown below not later than March 3, 2025.

Please be aware, it can take between 2-3 weeks from when the check is mailed until we receive it due to the Post Office processing and delivery.

Texas Department of Transportation
ATTN: 3rd Floor
Accounts Receivable
6230 E. Stassney Lane
Austin, Texas 78744

Or for **WIRING ONLY** use the following information:

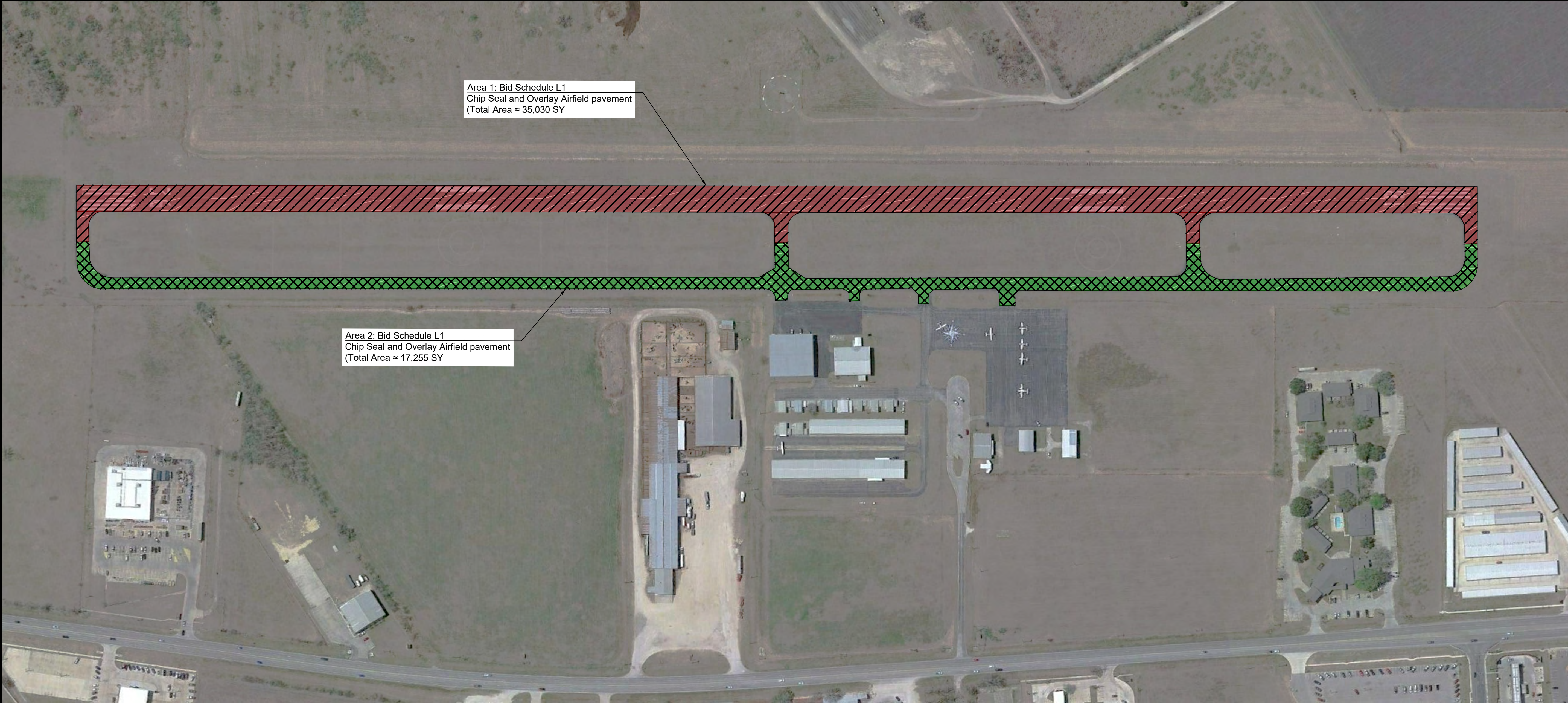
Financial Institution: Austin Texas Comptroller Austin
Routing Number: 114900164
Account Number: Comptroller of Public Accounts Treasury Operations
Account Number to Credit: 463600001
Reference: TxDOT Aviation CSJ: 2314LHART
Attention: 601-Texas Dept. of Transportation – Aviation division
Tanya Rodriguez

If you would like to use **ACH- Automated Clearing House** – please contact me for those instructions. It has a different routing account.

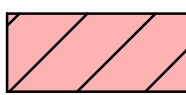
If you have any questions, need additional information, please contact me at 512/416-4504.

Sincerely,
Becky Vick
Becky Vick
Grant Manager
cc: Tanya Rodriguez, Finance

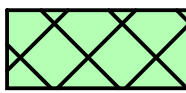
Drawing Name: I:\AV\IPRJ000019632\indgo01 - project\AE\03 - ae\Lockhart\PRODUCTION DRAWINGS\LOCKHART - GENERAL LAYOUT.dwg Sep 22, 2022 - 2:46pm
Last Saved By: kcujps 2022/09/22
Plot Style: ae.ctb



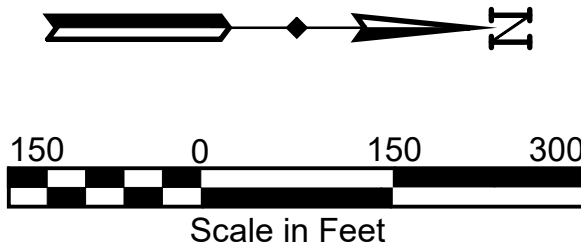
LEGEND



AREA 1
Chip Seal and Overlay Airfield pavement
(Total Area ≈ 35,030 S.Y.)



AREA 2
Chip Seal and Overlay Airfield pavement
(Total Area ≈ 17,255 S.Y.)



CITY OF LOCKHART

LOCKHART MUNICIPAL AIRPORT
LOCKHART, TEXAS

PROJECT NO.	
DRAWN BY KRG	DATE 9-22-2022
CHECKED BY CAW	DATE 9-22-2022
DESIGNED BY KRG	DATE 9-22-2022
REVISIONS	DATE
LOCKHART - GENERAL LAYOUT - GENERAL LAYOUT	

LOCKHART

12750 Merit Drive | Suite 570 | Dallas, Texas 75251
P 214.373.7873 | www.hwlochner.com
TBPE Firm Registration No. 10488

TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT
(Federally Assisted Airport Development Grant)

TxDOT Project No.: 2314LHART
Commission Approval: February 23, 2023
NPE Funds Applied: FY20, FY21, FY22, FY23
UEI: EYGKM6VLJVG6
ALN: 20.106

Part I - Identification of the Project

TO: City of Lockhart, Texas

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

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

The Sponsor desires to sponsor a project for the development of a public aviation facility, known or to be designated as the Airport under the Airport and Airway Improvement Act of 1982, as repealed and recodified in Title 49 United States Code, Section 47101 et seq., (hereinafter referred to as "Title 49 U.S.C."), and Rules, Regulations and Procedures promulgated pursuant to; and under V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq. (Vernon and Vernon Supp).

The project is described as design and construction services to: chip seal, overlay and mark Runway 18-36 and mark parallel and connector taxiways at Lockhart Municipal Airport.

The Sponsor applies for federal financial assistance and desires the State to act as the Sponsor's agent in matters connected with the project described above.

The parties, by this Agreement, do fix their respective responsibilities, with reference to each other, with reference to the accomplishment of the project and with reference to the United States.

Pursuant to and for the purpose of carrying out the provisions of Title 49 U.S.C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in the Airport Project Participation Agreement and its acceptance of this Offer as provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the project and compliance with the assurances and conditions as herein provided, **THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES, FEDERAL AVIATION ADMINISTRATION (HEREINAFTER REFERRED TO AS THE "FAA"), OFFERS AND AGREES** to pay, as

the United States share of the allowable costs incurred in accomplishing the project, ninety percentum of all allowable project costs. This grant is made on and subject to the following terms and conditions:

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21-22, et seq., (Vernon and Vernon Supp), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§ 241.001 et seq. (Vernon and Vernon Supp).
2. It is estimated that total project costs will be approximately \$1,919,000 (Amount A). It is further estimated that approximately \$1,919,000 (Amount B) of the project costs will be eligible for federal financial assistance, and that federal financial assistance will be for ninety percent (90%) of the eligible project costs. Final determination of federal eligibility of total project costs will be determined by the State in accordance with federal guidelines following completion of project.
3. The maximum obligation of the United States payable under this offer shall be \$1,727,100 (Amount C). Any financial participation over this amount is not guaranteed.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the State to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state, federal, and/or local funds.

4. It is estimated that the Sponsor's share of the total project costs will be \$191,900 (Amount D). At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share. The Sponsor specifically agrees that it shall pay any project costs, which exceed the sum of the federal share (Amount C).

During design, if the estimated eligible project costs exceed Amount C, above, the Sponsor may request the State to void this Agreement. The State shall agree to void this Agreement upon the satisfaction of the following conditions:

- a. the Sponsor's request to the State to void the Agreement shall be in writing and dated; and
- b. if required by the State, the Sponsor shall reimburse the State for funds expended on this project and Sponsor shall assume the responsibility for any future expenses for contracted services or materials related to the project for which a contract had been executed prior to the Sponsor's request to void the Agreement. Sponsor funds held by the State may be retained until this requirement is satisfied; and

- c. failure on the part of the Sponsor to comply with the conditions of this paragraph shall constitute a breach of this Agreement.

It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State in behalf of the Sponsor which are in excess of the federal percentage of financial participation as stated in Paragraph II-2. The State shall refund to the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor.

- 5. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory limitations and will advise the Sponsor by amendment of the increase. Upon receipt of the aforementioned amendment, the maximum obligation of the United States is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount.
The State may decrease the agreement after completion of the describer scope. The Sponsor will be notified by letter of the decreased amount.

Participation in additional federally eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

Payment of the United States share of the allowable project costs will be made in accordance with the provisions of such regulations and procedures as the State and the FAA shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

- 6. Sponsor's share of project costs (Amount D) shall be paid initially in cash when requested by the State. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.
- 7. Sponsor, by executing this Agreement certifies, and upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs as stated. The Sponsor grants to the State and federal government the right, upon advance written request during reasonable and regular business hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay said obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-7. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

8. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

9. Trafficking in Persons.

- A. The Sponsor, as the recipient, and the Sponsor's your employees, under this award, may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 3. Use forced labor in the performance of the Grant.
- B. The State as the awarding agency, may unilaterally terminate this Grant, without penalty, a Sponsor that is a private entity:
 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

3. The Sponsor must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
 4. The State's right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
10. Employee Protection from Reprisal.
1. Prohibition of Reprisals
- a. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - b. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - c. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - d. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

- e. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - f. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 11. The Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 12. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 13. Build America, Buy America. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 14. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
 - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.
- 15. The period of performance shall commence on the date the State executes this agreement. The end date of the period of performance is four years from the date of execution of the state.
- 16. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100%

of all costs under contract and/or expended at the point of notification that the project will not be completed. The Sponsor also understand that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the State may suspend or terminate grants related to the design.

PART III - Sponsor Responsibilities

- I. In accepting the Agreement, the Sponsor guarantees that:
 - a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this agreement; and
 - b. it will comply with the Attachment D Certification and Disclosure Regarding Potential Conflicts of Interest, attached and made a part of this Agreement; and
 - c. it will comply with the Attachment F, Airport Assurances (5/2022), attached and made a part of this Agreement; and
 - d. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant; and
 - e. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired, and maintained in a safe and serviceable manner for the useful life of said improvements, not to exceed 20 years; and
 - f. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds, and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the term of this Agreement; and
 - g. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - h. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the

aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

- i. it will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport; and
- j. it will acquire all property interests identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas or the FAA in connection with the federal grant in the acquisition of such property interests; and that airport property identified within the scope of this project and Attorney's Certificate of Airport Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and
- k. the Sponsor shall submit to the State annual statements of airport revenues and expenses as requested; and
- l. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation, and maintenance of the Sponsor's system of airport(s) or navigational facility(ites).
- m. an Airport Fund shall be established by resolution, order, or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund shall be submitted to the State. Such fund may be an account within another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in said Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport or airport system purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- n. for federally funded projects any revenue from airport property mineral rights be identified as airport revenue; deposited to the airport fund and used for airport operations; and
- o. the Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

- p. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and
 - q. it will provide upon request of the State, the engineering or planning consultant, and the FAA copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and
 - r. after reasonable notice, it will permit the State, the FAA, and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, the FAA, and consultants and contractors associated with this project, to enter private property for purposes necessary to this project; and
 - s. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications, shall be filed with the State for approval; and
 - t. it shall take all steps, including litigation, if necessary, to recover funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the term "funds" means funds, however used, or disbursed by the Sponsor or Agent that were originally paid pursuant to this or any other grant agreement. It shall obtain the approval of the State as to any determination of the amount of such funds. It shall return the recovered share, including funds recovered by settlement, order, or judgment, to the State. It shall furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the funds or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such funds shall be approved in advance by the State.
 - u. it will comply with the Attachment E, Certification of Airport Property Interests, attached and made a part of this Agreement; and
2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold

on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the time frame of the project, a sufficient interest (easement or otherwise) in any other property which may be affected by the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees, or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the Sponsor, the Sponsor's agents, or employees.
4. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement incorporated shall be evidenced by execution of this instrument by the Sponsor, as provided, and the Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. Such Agreement shall become effective upon execution of this instrument and shall remain in full force and effect for a period of at least 20 years.
5. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project identified above as defined in Title 49 U.S.C. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives before, during and after the completion of this project.
6. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.
7. The Sponsor shall have on file with the State, Attachment B, Certification Regarding Drug-Free Workplace Requirements, attached and made a part of this agreement.
8. Unless otherwise approved by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
9. Except for instrument landing systems acquired with AIP funds and later donated to and accepted by the FAA, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(c); The sponsor must check the facility, including instrument landing systems, prior to commissioning to ensure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide

for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate. The Federal Aviation Administration will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment, except for instrument landing systems.

10. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in Attachment C "Pavement Maintenance Management Program", attached and made a part of this agreement.
11. The Sponsor agree that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).
12. The State shall make all reasonable attempts to acquire federal funding for the completion and construction of this project within two years of completion of design services. The Sponsor agrees to complete and construct this project within two years of completion of design services, subject to the availability of federal funds. If the sponsor does not move forward with design or construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.
13. If applicable, the Sponsor understand that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees to maintain the integrity of the fence for its useful life, but no less than 20 years from the date this Grant was issued. The Sponsor understand that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State agrees to assume the responsibility to assure that all aspects of the grant and project are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

Receiving Disbursing Agent:

- a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State and/or the United States under Title 49 U.S.C. and congressional appropriation made pursuant thereto, and the Sponsor;
- b. receive, review, approve and process Sponsor's reimbursement requests for approved project costs; and
- c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

Paying Agent:

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with State executed contracts;

Contracting Agent:

- e. advertise for professional engineering and/or planning services for, but not limited to, the preparation of planning studies, plans and specifications for the above project and for the management of the construction of the above project; certify consultant selection procedures; provide notification of contract award for professional services; and negotiate professional services fees; and execute, on behalf of the Sponsor, a professional services agreement as related to this project;
- f. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

- g. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling;
- h. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

- i. authorize the advertisement, receipt and opening of bids for construction of the above project; and award contracts for construction of the above project and

acquisition of materials related to it; and execute, on behalf of the Sponsor, construction contracts as related to this project;

- j. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders;
- k. review, approve and maintain record drawings.

PART V - Recitals

1. The State and Sponsor shall obtain an audit as required by federal or state regulations.
2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.
3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.
4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incidental to, compliance with this grant agreement.
5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, regarding the above project.
6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:
 - a. The reasons for the suspension and the corrective action necessary to lift the suspension;
 - b. A date by which the corrective action must be taken;
 - c. Notification that consideration will be given to terminating the grant after the corrective action date.

In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., the V.T.C.A. Transportation Code, Title 3, Chapters 21- 22, et seq., (Vernon and Vernon Supp.), and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. §§241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.
8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not be unreasonably denied or delayed.
9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.
10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.
11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by

the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

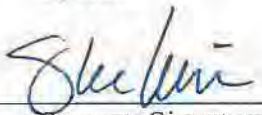
If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination.

- A. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty (30) days from receipt of the State's written notification.
- B. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Sponsor, the State, or the Federal Government will be promptly paid by the owing party.
- C. In the event the Project is not completed, the State may seek reimbursement from the Sponsor of the expended funds. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- D. The State will not pay interest on any funds provided by the Sponsor.
- E. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Sponsor in accordance with this Agreement.

Part VI - Acceptance of the Sponsor

City of Lockhart, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Lockhart, Texas
Sponsor


Sponsor Signature

City Mgr.
Sponsor Title

3-15-'23
Date

Part VII - Acceptance of the State

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

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: EA0A4EF01FA5423...

Title: Director, Aviation Division

3/21/2023
Date: _____

ATTACHMENT A

CERTIFICATION OF AIRPORT FUND

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

City of Lockhart, Texas
(Sponsor)

By: 
Title: Director of Finance
Date: 3/16/23

ATTACHMENT B

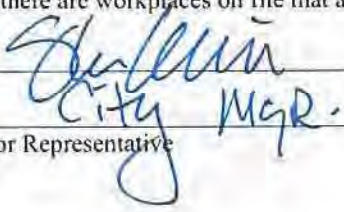
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Signed:  Dated: 3-15-23

Title of Sponsor Representative City Mgr.

ATTACHMENT C

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

The Sponsor agrees to implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees, that the program will:

- a. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

1. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed
2. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the State as may be required.

Attachment D**Certification and Disclosure Regarding Potential Conflicts of Interest Certification Form**

A sponsor must disclose in writing any potential conflict of interest to the Texas Department of Transportation. No employee, officer or agent of the sponsor shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Designated Official Representative: _____



Date: _____

3-15-23

ATTACHMENT E

CERTIFICATION OF AIRPORT PROPERTY INTERESTS

By signature below, the Sponsor does certify that the airport property, as reflected on the property map and attorney certificate dated December 22, 2022 and on file with TxDOT Aviation Division, remains unchanged and is an accurate reflection of the property owned and/or controlled for Lockhart Municipal Airport.

City of Lockhart, Texas
(Sponsor)

By: 

Title: City Mgr

Date: 3-15-23

ATTACHMENT F

ASSURANCES**AIRPORT SPONSORS 5/2022****A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will

not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any

exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 - 1. eliminate such adverse effect in a manner approved by the Secretary; or
 - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs

in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such

disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars

I have read and agree to follow the attached FAA Grant Assurances.

City of Lockhart, Texas
(Sponsor)

By: 

Title: City Mgr

Date: 3-15-23

For more information, please consult the AIP handbook.

https://www.faa.gov/airports/aip/aip_handbook/

Table 2-5 Duration and Applicability of Grant Assurances (Airport Sponsors)

Assurances that...	Include (by assurance # if applicable)...
d. Apply for the useful life of the project (not to exceed 20 years from the grant acceptance date) except in the case of a land acquisition grant, for which the useful life is indefinite and the assurance obligations do not expire.	#5 Preserving Rights and Powers #11 Pavement Preventive Maintenance (This applies to all of the airfield pavement on the airport, not just the specific pavement in the grant) #19 Operations and Maintenance #20 Hazard Removal and Mitigation #21 Compatible Land Use #22 Economic Nondiscrimination #24 Fee and Rental Structure #27 Use by Government Aircraft #28 Land for Federal Facilities #29 Airport Layout Plan #36 Access by Intercity Buses #37 Disadvantaged Business Enterprises (See 49 CFR parts 23 and 26, since certain program requirements may extend the obligation beyond the 20 year period, while the DBE requirements for the project apply until the project is closed.) #38 Hangar Construction #39 Competitive Access
e. Last for as long as the airport is owned and operated as an airport	#23 Exclusive Rights #25 Airport Revenue #30 Civil Rights #31 Disposal of Land

Table 3-7 Minimum Useful Life

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles (unless listed separately below)	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. ARFF vehicles	15 years
h. ARFF structural gear (firefighting suits), which has less heat insulation than proximity gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	7 years
i. ARFF proximity gear (firefighting suits), which is also referred to as slicks, bunker, or turn out gear (per the National Fire Protection Association 1971 Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting)	5 years
j. NAVAIDs and Weather Reporting Equipment	15 years
k. Buildings	40 years
l. Land	Unlimited
m. Loading Bridges	20 years
n. Fencing	20 years

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Sean Kelley



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Certified Delivered	Security Checked	3/21/2023 3:46:31 PM
Signing Complete	Security Checked	3/21/2023 3:46:36 PM
Completed	Security Checked	3/21/2023 3:46:39 PM
Payment Events	Status	Timestamps
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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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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:

