

PUBLIC NOTICE

AGENDA

LOCKHART CITY COUNCIL

November 16, 2021

**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.

DISCUSSION ONLY

- A. Discuss City Council minutes of the October 19, 2021 and November 2, 2021 meetings.
- B. Discuss Resolution 2021-20 authorizing submission of a grant application for the Body Worn Camera Program upgrade to the Office of the Governor for the Lockhart Police Department.
- C. Discuss Resolution 2021-21 for an Economic Development Performance agreement for a BIG Grant facade improvement with Old Pal Texas Tavern located at 100 E. Market Street.
- D. Discuss schedule of meetings in 2022 for Redistricting as required at the beginning of each decade to determine if, based on the new population figures provided by the US Census, the City of Lockhart's single-member voting districts continue to conform to the U.S. Constitution's one-person, one-vote requirement.
- E. Discuss Resolution 2021-22 approving an economic development performance agreement between the Lockhart Economic Development Corporation and Blackjack II, LLC. to authorize the Lockhart Economic Development Corporation to provide a grant of up to \$200,000 to Blackjack II, LLC for reimbursement of water and wastewater utilities construction.
- F. Discuss purchase and sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.
- G. Discuss Chapter 380 agreement with Blackjack II, LLC (Iron Ox) to provide incentives for economic development.
- H. Discuss entering into a Water Service Agreement between Polonia WSC and the City of Lockhart to authorize the City of Lockhart to serve water utilities to approximately 49.96-acres generally known as 127 Old Luling and authorizing the Mayor to sign agreement.

- I. Discuss Resolution 2021-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2022 to December 31, 2023.
- J. Discuss confirming the Caldwell County Commissioner Court's appointment of Steve Lewis to the Texas Innovation Corridor Transportation Alliance.
- K. Discussion regarding matters related to COVID-19.

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. CONSENT AGENDA

- A. Approve City Council minutes of the October 19, 2021 and November 2, 2021 meetings.
- B. Approve Resolution 2021-20 authorizing submission of a grant application for the Body Worn Camera Program upgrade to the Office of the Governor for the Lockhart Police Department.
- C. Approve Resolution 2021-21 for an Economic Development Performance agreement for a BIG Grant facade improvement with Old Pal Texas Tavern located at 100 E. Market Street.

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider schedule of meetings in 2022 for Redistricting as required at the beginning of each decade to determine if, based on the new population figures provided by the US Census, the City of Lockhart's single-member voting districts continue to conform to the U.S. Constitution's one-person, one-vote requirement.

- B. Discussion and/or action regarding Resolution 2021-22 approving an economic development performance agreement between the Lockhart Economic Development Corporation and Blackjack II, LLC. to authorize the Lockhart Economic Development Corporation to provide a grant of up to \$200,000 to Blackjack II, LLC for reimbursement of water and wastewater utilities construction.
- C. Discussion and/or action regarding a purchase and sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.
- D. Discussion and/or action to consider a Chapter 380 agreement with Blackjack II, LLC (Iron Ox) to provide incentives for economic development.
- E. Discussion and/or action to consider entering into a Water Service Agreement between Polonia WSC and the City of Lockhart to authorize the City of Lockhart to serve water utilities to approximately 49.96-acres generally known as 127 Old Luling and authorizing the Mayor to sign agreement.
- F. Discussion and/or action to consider Resolution 2021-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2022 to December 31, 2023.
- G. Discussion and/or action to confirm the Caldwell County Commissioner Court's appointment of Steve Lewis to the Texas Innovation Corridor Transportation Alliance.
- H. Discussion regarding matters related to COVID-19.
- I. Discussion and/or action regarding appointments to various boards, commissions or committees.

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

- Lockhart Fire Department hired a new firefighter on October 26, 2021. One vacancy exists.
- Police Officer entrance exam will be held on Saturday, December 11, 2021.
- Northern Caldwell County Coalition meeting will be held on November 18 at 6:00 p.m. at the M.L. Cisneros Education Support Center Boardroom.
- City Council will have a float in the Reverse Dickens' Lighted Parade on December 4th.
- Solid waste collection schedule during the Thanksgiving holiday will change. No collection on Thanksgiving Day; Nov. 25 and Nov. 26 will slide to pick-up the next day.
- Update regarding Keep Lockhart Beautiful event held on Saturday, November 6.

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

8. **ADJOURNMENT**

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

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on the 12th day of November, 2021 at 11:30 a.m.

**REGULAR MEETING
LOCKHART CITY COUNCIL**

OCTOBER 19, 2021

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Pam Larison, Finance Director
Jeanne Pendergrass, Animal Shelter Supervisor
Ernest Pedraza, Police Chief
Mike Kamerlander, Economic Development Dir.
Tina Ramsey, Lockhart Victim Assistance Team

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Sean Kelley, Public Works Director
Dan Gibson, City Planner
Jesse Bell, Police Captain
Doug Montgomery, Attorney

Citizens/Visitors Addressing the Council: Representatives of the Hays-Caldwell Women's Center; Dr. William Lawson; Beverly Haug and Brandy Spencer of the Lockhart Housing Authority; Citizens Donna Blaire, Tamara Carlisle, Len Gabbay, Will Rhodes, and Travis Tober;

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 OCTOBER 2021 AS DOMESTIC VIOLENCE AWARENESS MONTH.

Mayor White presented the proclamation to Representatives of the Hays-Caldwell Women's Center (HCWC) and the Lockhart Victim Assistance Team.

Tina Ramsey of the Lockhart Victim Assistance Team and Yvette Mireles of HCWC provided details about upcoming events to observe Domestic Violence Awareness month.

B. PRESENTATION OF A PROCLAMATION DECLARING OCTOBER AS CHIROPRACTIC HEALTH MONTH.

Mayor White presented the proclamation to Dr. William Lawson. Dr. Lawson thanked the City Council and encouraged chiropractic health care when necessary. He also encouraged everyone to stay healthy.

Mayor Pro-Tem Sanchez arrived at 6:48 p.m.

C. INTRODUCE BRANDY SPENCER, DIRECTOR OF THE LOCKHART HOUSING AUTHORITY, EFFECTIVE OCTOBER 1, 2021.

Beverly Haug of the Lockhart Housing Authority (LHA) introduced Brandy Spencer as the new LHA Director. Mayor White and the Council thanked Ms. Haug for serving as the Director of the Lockhart Housing Authority for 41 years. Ms. Spencer stated that she is looking forward to serving as the Director.

D. DISCUSS CITY COUNCIL MINUTES OF THE SEPTEMBER 21, 2021 MEETING.

Mayor White requested corrections. There were none.

E. DISCUSS 4TH QUARTER INVESTMENT REPORT FOR FISCAL YEAR 2020-2021.

Ms. Larison stated that the Texas Public Funds Investment Act requires local governments to review and accept quarterly investment reports for each quarterly reporting period of the fiscal year. She presented the 4th Quarter for Fiscal Year 2020-2021, ending September 30, 2021.

F. DISCUSSION TO TERMINATE PARKLETS PROGRAM OR TO ADOPT ORDINANCE NO. 2021-34 TO IMPLEMENT REVISED PARKLETS PROGRAM.

Mr. Lewis stated that the pandemic is having many negative effects on our local economy. Restaurants and other business establishments serving food and beverages have been hit hard. Parklets were seen as a way to allow restaurants to extend their activities into the public right-of-way on a temporary basis. At the time, reduced demand for parking coincided with increased demand for outdoor space.

Further, parklets assist restaurants in:

- overcoming limited interior spaces to meet social distancing standards,
- responding to reduced operating capacities,
- opportunities for customers to avoid indoor spaces, and
- remaining financially viable.

Upon expiration of the program, the Council received requests that it be continued, which is the purpose of this ordinance. If approved as drafted, the program will allow the owner of an established business in a district zoned for commercial uses to apply to establish a parklet in or on the sidewalk and/or parking places adjacent to or in close proximity to the business. The size of the parklet may not exceed two parking spaces and adjacent sidewalk, and no more than two parklets will be allowed per block face. If all owners along a block face agree, the size of parklets on that block may vary (e.g. one of three parking spaces and one of one space). The term of each parklet license shall be 90 days, with one extension of 90 additional days allowed if requested. Parklet licenses will be issued by the City Manager or his designee, but denial of an application may be appealed to the City Council. A license fee as set by the Council must accompany each application and request for renewal. As the pandemic subsides, consideration is given to the next steps. Parklets contribute to the atmosphere and vitality of a street. However, as the pandemic abates, the demand for on-street parking returns and cities are grappling with the future of these temporary spaces.

There was discussion.

Mayor White requested the following citizens to address the Council:

Donna Blaire, 831 San Antonio St., suggested a permanent parklet in downtown Lockhart since the pandemic is not coming to an end soon. The parklet allows for COVID safe outdoor dining.

Tamara Carlisle, 831 San Antonio St., stated that she runs a Bed & Breakfast and that most of her guests ask if there is outdoor dining. The outdoor dining promotes tourism and visitors to Lockhart. She requested that the parklet remain permanent.

Len Gabbay, 420 W. Prairie Lea, spoke in favor of the parklet and stated that he appreciates that he can enjoy outdoor activities such as First Friday and outdoor downtown events while sitting in the parklet. He stated that the parklet would promote shopping in the downtown area.

Will Rhodes, 418 N. Blanco, thanked Council and staff for allowing Courthouse nights. He stated that he supports the parklets. He suggested that the Council consider closing Main Street between 142 and Walnut and develop a safe parklet.

Travis Tober, 1009 Fannin St., spoke in favor of the parklet remaining in downtown district.

There was discussion.

Mayor White stated that the businesses are now at 100 percent capacity. The existing parklet license agreement has been given two extensions with an express direction to remove it after the second extension. The parklet has proven to be popular and a financially lucrative addition to a local business downtown. It opens up the question about renting public right-of-way in the street. Expanding parklets into the street changes the equation. Visitors are also consuming alcohol in the parklet. The current ordinance only allows two parklets at one time.

Mayor Pro-Tem Sanchez questioned the city's authority of allowing private use of the city right-of-way and about charging individuals for using the city right-of-way for a parklet.

Mr. Akers replied that cities have exclusive control over the streets and sidewalks. While parklets are unusual, it would be within the city's authority to allow it. Under Article II, Section 52 of the Constitution, a city cannot allow use of public property solely for the benefit of an individual, company or corporation. A city would need to be adequately compensated for the use of the right-of-way.

Councilmember McGregor spoke in favor of a permanent parklet program in the downtown area. She suggested involving the downtown businesses in establishing the parklet rules and regulations.

Councilmember Bryant spoke in favor of temporary parklets and stated that he does not believe that Lockhart is ready for permanent parklets in the downtown district prior to the downtown revitalization process.

Councilmember Michelson stated that he likes the parklet. He suggested that the Council continue to work on the proposed ordinance to possibly include regulations such as the amount of time that a parklet is allowed, whether alcohol can be consumed in the parklet, and whether someone can sit in a parklet if they are eating a meal from a different restaurant rather than the business that maintains it. He also questioned whether authorization of parklets be put on hold until the Council finalizes an official parklet ordinance outlining rules and regulations.

Councilmember Mendoza suggested a parklet in a mutual area where everyone could use.

Councilmember Westmoreland spoke in favor of the parklet. He stated that the parklet is a positive atmosphere to the downtown area. He encouraged a workshop about parklets.

Mr. Akers provided details about the proposed ordinance.

Mayor White suggested a workshop to consider a parklet program. The date and time will be determined during the regular meeting.

G. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

Mr. Kelley provided information and there was discussion regarding the following:

- Animal services activities.
- Animal Shelter hours:

CURRENT:

Monday-Friday (8am-4:30pm), Saturday & Sunday (8am-3:30pm)

PROPOSED

Tuesdays-Fridays (11am-6pm), Saturdays (12pm-4pm)

- The later start time would allow the shelter to be in a “presentable” condition prior to opening.
- Closing later will allow for pet owners to reclaim pets after regular business hours.
- The shelter would remain closed on Sundays and Mondays.
- Could implement in November.
- Amendments to City Ordinances (Chapter 10) are proposed for legal impound times, animal limitations, breeding restrictions, and feline licenses.
- Reassignment of Animal Services is proposed to be assigned from the Public Works Department to the Lockhart Police Department Sergeant to include training and professional development.
- Costs associated with the reassignment would include training and wages. Caldwell County would continue to share in the shelter operations budget.

There was discussion.

Chief Pedraza provided details about the new Sergeant position that would manage the Animal Control duties.

There was discussion regarding the trap, neuter and release (TNR) program. Mr. Lewis stated that staff would look into the TNR program and update the Council soon.

H. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

Mayor White stated that there were no changes to the COVID regulations.

RECESS: Mayor White announced that the Council would recess for a break at 8:35 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor White called the meeting to order at 8:50 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-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-12 BY WILLIAM SCHOCK OF TERRA ASSOCIATES, INC., ON BEHALF OF AUSTIN PACIFIC ONE, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-32 FOR A ZONING CHANGE FROM RMD RESIDENTIAL MEDIUM BUSINESS DISTRICT AND IL INDUSTRIAL LIGHT DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT ON 9.902 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1824 BORCHERT DRIVE.

Mayor White opened the public hearing at 8:38 p.m.

Mr. Gibson stated that the subject property was recently purchased by the owner with the intent of developing as a multi-family residential complex. A small area of RHD zoning exists across the street, and the two areas of RHD zoning will be joined into one if this zoning change is approved. In general, the other existing zoning classifications to the north and west are more intense than the requested RHD zoning on the subject property, while the existing zoning classifications to the east and south are less intense. This means that the proposed RHD zoning could be viewed as an appropriate transition between the surrounding lower and higher intensity zoning classifications. Zoning standards will require the development to be screened with an opaque fence or wall where abutting the existing RMD zoning on the east side. Screening is not required on the sides abutting IL and AO zoning. The proposed RHD zoning classification is not entirely consistent with the Land Use Plan map, which designates the subject property as Medium Density Residential. However, the two zoning classifications are only one step apart in terms of density ranges. Staff believes that the proposed rezoning to RHD is an acceptable solution for the subject property given the wide range of existing land uses and zoning classifications in the area. There has been no response to the public hearing notification. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested the applicant to address the Council.

William Schock of Terra Associates, Austin stated that the intent is to develop a multi-family residential complex. The owner will apply for a specific use permit to seek approval to put more than the maximum 12 units on the proposed property. There was discussion.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:52 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-32, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-13 BY ANDREW DODSON, P.E., ON BEHALF OF LOCKHART BOULEVARD PROJECT, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-33 FOR A ZONING CHANGE FROM AO AGRICULTURAL--OPEN SPACE DISTRICT TO 16.549 ACRES RHD RESIDENTIAL HIGH DENSITY DISTRICT AND 4.0 ACRES CMB COMMERCIAL MEDIUM BUSINESS DISTRICT ON A TOTAL OF 20.549 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 2207 WEST SAN ANTONIO STREET (SH 142).

Mayor White opened the public hearing at 8:55 p.m.

Mr. Gibson stated that multi-family housing is proposed on the north 16.549-acre portion of the property, and commercial uses are proposed on the south four-acre portion of the property. Lot 1 of the subdivision

is already zoned CMB. The Stanton apartments adjacent to the east are zoned RHD, so the proposed zoning change to RHD on the north portion of the property would simply expand the existing area of RHD. The proposed change to CMB on the south portion would expand the CMB classification abutting on the east side, as well as the existing CMB across West San Antonio Street. The transition to the existing CHB zoning abutting to the west is acceptable since most of the mutual boundary will be along the area proposed to be rezoned to CMB. The proposed RHD zoning classification is not consistent with the Industry future land use designation on the Land Use Plan map, and the proposed CMB zoning classification is not consistent with the High Density Residential future land use designation on the map. However, both parts of the zoning change are very consistent with adjacent classifications, so the resulting zoning pattern will be an improvement over the existing pattern in terms of the land uses allowed. The current Industry designation on the Land Use Plan map extends across to the north side of the railroad track, and was envisioned as an industrial node with convenient access to both rail and highway transportation. As it turns out, it's probably better to limit industrial uses to the north side of the track since the track provides a logical separation in the pattern of zoning classifications and land uses. The current AO zoning cannot accommodate any meaningful development in this growing area of the city, and both parts of the requested zoning change provide for appropriate transition of zoning classifications and land uses. There has been no response to the public hearing notification. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council. The applicant was not present.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 9:02 p.m.

Councilmember Bryant made a motion to approve Ordinance 2021-33, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4-C. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-14 BY JAVIER BARAJAS, P.E., ON BEHALF OF 900 LOCKHART, LLC, AND ANIL CHAUDHARY, AND DISCUSSION AND/OR ACTION TO CONSIDER A ZONING CHANGE FROM CLB COMMERCIAL LIGHT BUSINESS DISTRICT, RLD RESIDENTIAL LOW DENSITY DISTRICT, AND AO AGRICULTURAL--OPEN SPACE DISTRICT, TO 5.598 ACRES RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND 35.672 ACRES RLD RESIDENTIAL LOW DENSITY DISTRICT ON A TOTAL OF 41.27 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 900 STATE PARK ROAD (FM 20). (PROPOSED TO BE TABLED TO NOVEMBER 2, 2021, CITY COUNCIL MEETING DUE TO ERROR IN PUBLIC HEARING NOTICE.)

Mayor White opened the public hearing at 9:05 p.m.

Mr. Gibson stated that the tract under contiguous ownership is currently zoned CLB at the north end, with the remainder currently zoned RLD and AO. The applicant proposes to leave a portion of the existing CLB zoned area along State Park Road as CLB, so it is not included in the zoning change, but wishes to rezone the remainder of it to RMD and RLD. The larger area south of the proposed RMD zoning is already mostly zoned RLD, but because a small portion of the current CLB zoning extends into it and there is a strip of AO zoning along the south end, the easiest way to accomplish rezoning the piece is to simply rezone the south area from RLD, CLB, and AO to RLD. The end result will be a zoning pattern consisting of a strip of CLB at the north end along State Park Road, and a middle area zoned RMD for residential development that can include uses allowed in that district, including single-family dwellings and duplexes by-right, and other types of housing upon approval of a specific use permit. The larger south area will be entirely zoned RLD, which allows only single-family dwellings. Because all parts of the

property being rezoned will be residential, it should be compatible with existing residential development on the east and west sides. As with all new development, the most significant impact will be additional traffic. A traffic impact analysis (TIA) for new street connections to State Park Road will be required as part of the plat approval process. The south portion of the property is already zoned mostly RLD, and will be zoned entirely RLD if the zoning change is approved. The RLD classification proposed for the south 35.672 acres is consistent with the Low Density Residential land use designation for that area on the Land Use Plan map. The 5.598 acre area proposed to be rezoned to RMD would not be strictly consistent with the Low Density Residential and Light-Medium Commercial land use designations on the Land use Plan map, but RMD would be a suitable transition between the abutting CHB, CLB, and RLD classifications. One letter of opposition was received. In addition, the owners and residents of 1600 Sunrise Terrace, which abuts on the west side of the subject property, spoke at the Planning and Zoning Commission meeting and stated that they just wanted to learn more about what types of development that would be allowed in the requested RMD and RLD zoning classifications. Mr. Gibson stated that the Planning and Zoning Commission and staff recommended that the item be tabled due to an incorrect public hearing notice.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 9:12 p.m.

Councilmember McGregor made a motion to table consideration of ZC-21-14 until the November 2, 2021 Council meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA

Councilmember Michelson made a motion to approve consent agenda items 5A and 5B. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

5A: Approve City Council minutes of the September 21, 2021 meeting.

5B: Approve 4th Quarter Investment Report for Fiscal Year 2020-2021.

ITEM 6-A. DISCUSSION AND/OR ACTION TO TERMINATE PARKLETS PROGRAM OR TO ADOPT ORDINANCE NO. 2021-34 TO IMPLEMENT REVISED PARKLETS PROGRAM.

CONSENSUS: After discussion, the consensus of the Council was not to take action on the Ordinance and to schedule a public hearing/workshop on the 2nd Tuesday in December for further consideration about a parklet program and to invite the downtown business owners. The Parklet Agreement with 101 E. San Antonio Street will be extended until the Parklet ordinance and program is adopted.

Mayor Pro-Tem Sanchez made a motion to workshop the Parklet ordinance and program on the 2nd Tuesday in December 2021 and to invite all of the downtown businesses. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Councilmember Bryant opposing.

ITEM 6-B. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

CONSENSUS: Mr. Lewis stated that staff will return with ordinances and an update as discussed during the work session.

ITEM 6-C. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no discussion or action taken.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to boards and committees. There were none.

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

- Keep Lockhart Beautiful fall clean-up event - Saturday, November 6.
- Update regarding new fire truck for the Lockhart Fire Department.
- Library Updates.

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

Councilmember Mendoza thanked all that attended the Texas Municipal League Annual conference. He also thanked citizens for voting him as the 2021 Best Councilmember.

Mayor Pro-Tem Sanchez expressed condolences to the families of Susan Lay, Rosa Peralez, Margie Espinosa, Willie Carrizales, Jr., Faustino Yanez, and Joshua and Jacob Brown for their loss. She congratulated the HCCO for a successful barbecue cookoff event.

Councilmember McGregor encouraged everyone to stay safe during Halloween.

Mayor White thanked the Courthouse Nights for music events the past few months and the Lockhart Chamber for hosting a dedication of the mural at the State Farm building this weekend.

Mayor White announced that the Council would enter Executive Session at 9:25 p.m. to discuss the following:

ITEM 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 PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Consultation with City Attorney regarding Opioid litigation and adoption of settlement resolution.**EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. Discussion regarding Economic Development negotiations with Project Iron Ore and Project Hyperion.****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. Discussion regarding possible land acquisition.**

ITEM 12. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 10:07 p.m.

A. DISCUSSION AND/OR ACTION REGARDING OPIOID LITIGATION AND ADOPTION OF SETTLEMENT RESOLUTION.

Mayor Pro-Tem Sanchez made a motion to adopt Resolution 2021-17, as presented and to approve the settlement. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

B. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT IRON ORE.

Councilmember Michelson made a motion to agree to offer incentives as discussed in Executive Session, to offer a 380 Agreement and to authorize staff to move forward with incentives as discussed. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

C. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT HYPERION.

There was no action.

D. DISCUSSION AND/OR ACTION REGARDING POSSIBLE LAND ACQUISITION.

There was no action.

13. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:12 p.m.

PASSED and APPROVED this the 16th day of November 2021.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

NOVEMBER 2, 2021

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
Dan Gibson, City Planner
Jeanne Pendergrass, Animal Shelter Manager

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Randy Jenkins, Fire Chief
Pam Larison, Finance Director
Mike Mendoza, Animal Shelter Officer

Citizens/Visitors Addressing the Council: Citizens: Suzy Falgout, Javier Barajas, David Mendoza, Jason Balser, Alan Balser and James Tiemann.

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. DISCUSS RESOLUTION 2021-18 REQUIRING APPROVAL BY THE CITY COUNCIL OF THE CITY OF LOCKHART FOR THE 2021 CERTIFIED PROPERTY TAX ROLL.

Ms. Larison stated that Section 26.09 of the Property Tax Code requires approval by the City Council of the City of Lockhart for the Certified Property Tax Roll, with the tax amount presented by the Caldwell County Appraisal District for the 2021 tax year. The 2021 Certified Property Tax Roll contains final amounts due totaling \$5,752,038.03 (\$956,833.88 for debt service). Ms. Larison recommended approval.

B. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION MEMBER REAPPOINTMENT OF MS. WORLANDA NEAL FOR A THREE (3) YEAR TERM AS RECOMMENDED BY THE CITY MANAGER.

Mr. Lewis stated that Ms. Neal has served on the commission for the past 15 years (five 3-year terms), and as the commission chairman since 2017. According to Civil Service regulations, she can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority vote of the City Council. Ms. Neal has graciously agreed to continue serving on the commission. Both the City Manager and Civil Service Director concur that she has been, and will continue to be, an asset to the Civil Service Commission. Mr. Lewis recommended approval.

C. DISCUSS A \$20,000 COST-SHARE REIMBURSEMENT GRANT FOR LOCKHART FIRE RESCUE TO PURCHASE PERSONAL PROTECTIVE EQUIPMENT (PPE). THE GRANT IS ADMINISTERED BY THE TEXAS A&M FOREST SERVICE.

Chief Jenkins stated that the Rural Volunteer Fire Department Assistance Program (HB 2604) is a cost-share reimbursement grant administered by the Texas A&M Forest Service. The maximum reimbursement is \$20,000. The city's grant match is 10% (approximately \$2,000) of which funds are budgeted in the Fiscal Year 2021/2022 budget as the cost-share portion of the grant. Items approved for purchase with the grant funds include: National Fire Protection Association (NFPA) approved structural firefighting and wildland firefighting personal protective equipment (PPE) to include helmets, coats, pants, boots, gloves, hoods, and accessories. PPE washer extractors and dryers are also eligible. The grant will expire on April 13, 2022. Chief Jenkins recommended approval.

D. DISCUSS OPTING OUT OF THE PUBLIC UTILITY COMMISSION (PUC) SECURITIZATION PROCESS UNDER HB 4492.

Ms. Larison stated that Winter Storm Uri, of February 2021, caused many electric market participants to incur large, unanticipated costs. In response, the Legislature enacted HB 4492 to allow ERCOT to securitize portions of the exceptionally high market prices and to require the Public Utility Commission of Texas (PUC) to establish rules for accessing the securitized funds. On October 13, 2021, the PUC started the securitization process, a component of which is to allow "load serving entities" (LSEs), such as the City of Lockhart, to opt out. As stated in a memo to the City dated October 27, 2021 from Steve Moffitt of Schneider Engineering, "Because of the City of Lockhart's sound financial position, the City was able to issue payment on the ancillary services impact incurred by Winter Storm Uri in full and is currently not owing any uplift charges to the City's wholesale energy suppliers." Schneider Engineering recommended that the City opt out, and added that if the City participates in the securitization process, it may result in refinancing of those charges as much as \$64,000 annually in debt service payments at an interest rate of approximately 5.25%. Staff concurs in Schneider's recommendation and has determined that Council action is appropriate and transparent even if not legally mandatory. Ms. Larison recommended approval.

E. DISCUSS AMENDMENT OF SECTION 10-5 OF THE CITY CODE OF ORDINANCES IN REGARD TO OWNERSHIP OF ANIMALS IMPOUNDED AT THE LOCKHART ANIMAL SHELTER AS OUTLINED IN ORDINANCE 2021-38.

Mr. Kelley stated that per the Lockhart Code of Ordinances Section 10-5, amended on March 16, 2021: "Any impounded cat, dog, or other domestic animal shall be kept for not fewer than three business days unless sooner reclaimed by its owner, except under quarantine. Upon expiration of such three business days, title to and ownership of any such animal not reclaimed shall pass to and vest in the City." Animal Care and Control Academy (ACCA) was contracted in May of 2021 to evaluate programs, services and policies within Lockhart Animal Services. The ACCA felt that the current average hold time for strays is consistent with other animal agencies. Based on the recommendations of ACCA, the "stray" hold period should be three business days; for "owned" animals the recommendation is five business days. For impounded "owned" animals, identifiers such as licenses, microchips, rabies tags, personal ID tags, tattoos, known owner addresses, etc. should qualify the animal as "owner" not a stray. Any "owned" animal should be held a longer impound period than stray animals to give the owners adequate time to reclaim their animal. ACCA also recommend the impound periods for animals should begin at the exact time when the animal is impounded. In addition, the hold period for Caldwell County animals impounded as the Lockhart Animal Shelter should mirror the City's legal hold period for continuity. Draft Ordinance 2021-38 amending Section 10-5 of the Code of Ordinances reads as follows:

Section 10-5. Subsection:

(j) Any impounded cat, dog, or other domestic animal shall be kept as described below and for the following time periods:

- (i) Unowned animals shall be impounded for not less than three business days.
- (ii) Animals for which an owner has been identified shall be impounded for not less than five business days.
- (iii) Impoundment time shall begin and be calculated from the exact time of impoundment.
- (iv) Upon expiration of the applicable number of business days for each animal, title to and ownership of any such animal not reclaimed shall pass to and vest in the city.

There was discussion.

F. DISCUSS AMENDMENT OF SECTION 10-19 OF THE CITY CODE OF ORDINANCES IN REGARD TO ANIMAL LIMITATIONS WITHIN THE CITY LIMITS OF LOCKHART AS OUTLINED IN ORDINANCE 2021-39.

Mr. Kelley stated that the City currently has no limitation on the number of cats or dogs one can have. The Animal Care and Control Academy (ACCA) recommended an animal limitation ordinance during the presentation of the Lockhart Animal Services Evaluation Report on August 5, 2021. Animal limitations are a common practice among jurisdictions and are enacted as a means of curbing pet overpopulation, nuisance complaints, and to prevent animal hoarders. To work well, animal limitation laws should have a grandfather clause as well as allow ownership of a greater amount of animals through a special use permit - provided that zoning laws are obeyed and animal care standards are met. Caretakers of feral cat colonies or animal rescue organizations registered through Lockhart Animal Services could be exempt from the animal limitation requirement.

Draft Ordinance 2021-39 reads as follows:

Section 10-19 - Limitation on Number of Dogs and Cats.

- (a) Except as provided by this section, and except at an animal shelter, animal hospital, clinic or kennel, no more than a total of four dogs more than four months old or older, and no more than a total of seven dogs and cats four months old or older, may be harbored at any residence or single location in the city. The limitation on the number of dogs and cats shall apply prospectively from the date of adoption of this ordinance (November 2, 2021).
- (b) Any person desiring to keep more than four dogs or seven animals more than four months old or older at such a residence or location in the city may apply to the supervisor of animal control for a multi-pet permit.
- (c) The applicant for a multi-pet permit shall specify the number of animals to be kept at a residence or location and shall pay an application fee at the time of filing.
- (d) Based on the information provided in the application, together with any information in the possession of the city regarding enforcement actions for violation of Chapter 10 of the Code of Ordinances, the supervisor of animal control shall determine whether an inspection of the residence or location is necessary.
- (e) A permit may be issued by the supervisor of animal control for a specific number of animals in excess of that authorized in (a) above at a residence or location in the city in the event that he/she determines that the number of animals may be maintained at the residence or location in a healthy or sanitary environment, without creating noise or odor nuisances, and without otherwise being detrimental to the public health, safety and welfare.
- (f) A multi-pet permit may be revoked by the supervisor of animal control for cause, including but not limited to violations of the provisions of Chapter 10 of the Code of Ordinances. the inability of the permit holder to keep the animals in a healthy or sanitary environment, the risk of creating noise or odor nuisances, or other potential detriment to the public health, safety, and welfare.

Mayor Pro-Tem Sanchez arrived at 6:50 p.m.

There was discussion regarding possible exceptions to animal limitations, such as for a feral cat colony and consideration of a grandfather provisions for animal limitations.

Mayor White recommended that the animal limitation provisions be reviewed further before adoption.

Mayor White requested the following to address the Council:

Suzy Falgout, 710 S. Main Street, thanked staff at the Lockhart Animal Shelter for doing a great job. She announced that she has organized an upcoming low cost spay/neuter and vaccination clinic that is sold out. Additional pet clinics could be scheduled in the future pending funding assistance.

G. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

Mayor White stated that the COVID cases continue to decrease. He announced several testing and vaccination options for the public.

RECESS: Mayor White announced that the Council would recess for a break at 7:10 p.m.

REGULAR MEETING

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

ITEM 3-A. CONTINUE A PUBLIC HEARING ON APPLICATION ZC-21-14 BY JAVIER BARAJAS, P.E., ON BEHALF OF 900 LOCKHART, LLC, AND ANIL CHAUDHARY, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-34 FOR A ZONING CHANGE FROM CLB COMMERCIAL LIGHT BUSINESS DISTRICT, RLD RESIDENTIAL LOW DENSITY DISTRICT, AND AO AGRICULTURAL--OPEN SPACE DISTRICT TO 5.598 ACRES RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND 35.672 ACRES RLD RESIDENTIAL LOW DENSITY DISTRICT, ON A TOTAL OF 41.27 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 900 STATE PARK ROAD (FM 20). TABLED 10-19-21

Mayor White opened the public hearing at 7:33 p.m.

Mr. Gibson stated that the tract under contiguous ownership is currently zoned CLB at the north end, with the remainder currently zoned RLD and AO. The applicant proposes to leave a portion of the existing CLB-zoned area along State Park Road as CLB, so it is not included in the zoning change, but wishes to rezone the remainder of it to RMD and RLD. The larger area south of the proposed RMD zoning is already mostly zoned RLD, but because a small portion of the current CLB zoning extends into it and there is a strip of AO zoning along the south end, the easiest way to accomplish rezoning the piece is to simply rezone the south area from RLD, CLB, and AO to RLD. The end result will be a zoning pattern consisting of a strip of CLB at the north end along State Park Road, and a middle area zoned RMD for

residential development that can include uses allowed in that district, including single-family dwellings, patio homes, and duplexes by-right, and other types of housing upon approval of a specific use permit. The larger south area will be entirely zoned RLD, which allows only single-family dwellings. Because all parts of the property being rezoned will be residential, it should be compatible with existing residential development on the east and west sides. As with all new development, the most significant impact will be additional traffic. A traffic impact analysis (TIA) for new street connections to State Park Road will be required as part of the plat approval process. The south portion of the property is already zoned mostly RLD, and will be zoned entirely RLD if the zoning change is approved. The RLD classification proposed for the south 35.672 acres is consistent with the Low Density Residential land use designation for that area on the Land Use Plan map. The 5.598 acre area proposed to be rezoned to RMD would not be strictly consistent with the Low Density Residential and Light-Medium Commercial land use designations on the Land use Plan map, but RMD would be a suitable transition between the abutting CHB, CLB, and RLD classifications. One letter of opposition is attached. In addition, the owners and residents of 1600 Sunrise Terrace, which abuts on the west side of the subject property, spoke at the Planning and Zoning Commission meeting to voice concerns about drainage and stated that they wanted to learn more about what types of development would be allowed in the requested RMD and RLD zoning classifications. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested citizens in favor of the zoning change to address the Council. There were none.

Mayor White requested the applicant to address the Council.

Javier Barajas, Austin, Texas, stated that he would like to build single-family homes on the property. He requested approval of the zoning change.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 7:40 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-34, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 3-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-15 BY DAVID MENDOZA, ON BEHALF OF AMERICAN LEGION, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-35 FOR A ZONING CHANGE FROM MH MANUFACTURED HOME DISTRICT TO CHB COMMERCIAL HEAVY BUSINESS DISTRICT ON 0.73 ACRE IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 509 SILENT VALLEY ROAD (FM 2001).

Mayor White opened the public hearing at 7:40 p.m.

Mr. Gibson stated that the applicant would like to develop commercial businesses such as retail and restaurants on the subject parcel, and those are allowed by-right (outside of the CCB district) only in the CMB and CHB districts. Retail and restaurants, excluding “drive-in” restaurants, would also be allowed in the CLB district upon approval of a Specific Use Permit by the Planning and Zoning Commission. The subject parcel does not meet the five-acre minimum size for the current MH zoning. Therefore, it could never be developed with a conforming use under its current classification. Because there is residential zoning and/or existing residential development (including manufactured homes) in the surrounding area, the higher-intensity commercial zoning classifications such as CMB or CHB would allow uses that could potentially have adverse impacts on the neighborhood. In terms of land use intensity, the proposed CHB zoning is just about as opposite as you can get from the Low Density Residential future land use

designation shown on the Land Use Plan map. In fact, no commercial district would be considered consistent with the Land Use Plan for this location. If the Council supports rezoning for commercial development on the subject site, the most restrictive classification would be CLB. The CLB district allows a variety of low intensity office and commercial land uses by-right, but would require approval of a Specific Use Permit (SUP) for retail or eating establishments. Rezoning to CMB or CLB instead of the requested CHB classification would not require a new application or public hearing notification. The specific use permit process provides an opportunity for public participation in a hearing, and the Planning and Zoning Commission has the option of attaching conditions to their approval of an SUP. One owner of nearby property attending the Planning and Zoning Commission hearing expressed concerns about the potential effect of development on the subject property creating additional drainage problems in the area. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend the CLB Commercial Light Business District zoning.

Mayor White requested the applicant to address the Council.

David Mendoza, Austin, Texas, stated that he would like to develop a community event venue in Lockhart. There was discussion regarding the zoning required to allow a dance venue by-right, which is commercial heavy business district.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:07 p.m.

Councilmember McGregor made a motion to approve the zoning to Commercial Medium Business District (CMB). Councilmember Westmoreland seconded. The motion passed by a vote of 6-1, with Mayor Pro-Tem Sanchez opposing.

ITEM 3-C. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-16 BY JASON BALSER AND CLAYTON BALSER, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-36 FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT AND RLD RESIDENTIAL LOW DENSITY DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON 30.998 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1301 SILENT VALLEY ROAD (FM 2001).

Mayor White opened the public hearing at 8:11 p.m.

Mr. Gibson stated that the applicants would like to construct a single family and duplex residential development on the subject property. Duplexes are not allowed by the current AO and RLD zoning classifications of the property, but would be allowed in the requested RMD district. There is no other RMD zoning in the vicinity. However, the tract adjacent to the north boundary of the subject property is also proposed to be rezoned to RMD in zoning case ZC-21-18 on this agenda, and both are in an area that is designated as future Medium Density Residential on the Land Use Plan map. The tract adjacent to the east boundary of the subject property was proposed to be rezoned to entirely RLD in zoning case ZC-21-17 on this agenda. However, that application has been withdrawn and the applicant plans to resubmit a revised application that will still retain the RLD zoning for the south portion of the property. The vacant tract on the south side of Silent Valley Road is zoned RHD, which is a step higher in intensity than the RMD classification proposed for the subject property. Overall, the transition of zoning districts reflected in the zoning pattern after the proposed zoning changes will be appropriate. The proposed RMD zoning is consistent with the Medium Density Residential designation for the property on the Land Use Plan map. There has been no opposition to this rezoning expressed either in writing or in person. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Jason Balser, Tyler, Texas, stated that the development is proposed to consist of single-family homes. He requested approval.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:20 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-36, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 3-D. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-17 BY ALAN BALSER, AND DISCUSSION AND/OR ACTION TO CONSIDER A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT AND RLD RESIDENTIAL LOW DENSITY DISTRICT TO RMD RESIDENTIAL MEDIUM DISTRICT ON 128.624 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17 AND THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1107 SILENT VALLEY ROAD (FM 2001). WITHDRAWN

Mayor White announced that the applicant withdrew the zoning change application.

ITEM 3-E. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-18 BY ALAN BALSER, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-37 FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON 50.77 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1900 NORTH CESAR CHAVEZ PARKWAY - NORTHBOUND (SH 130).

Mayor White opened the public hearing at 8:22 p.m.

Mr. Gibson stated that the applicant proposes to rezone the subject property to allow uses listed in the RMD district. Those include single-family dwellings, patio homes, and duplexes by-right, and combined-family (three/four plex), condominiums, and townhouses upon approval of a Specific Use Permit by the Commission. The current AO zoning allows single-family dwellings, but only on lots of one acre or larger. There currently is no RMD zoning in the area. However, the abutting 39.998 acre tract to the south is also proposed to be rezoned to RMD (ZC-21-16). A concurrent application (ZC-21-17) to rezone the area to the east of both this tract and the abutting tract to the south to RLD was withdrawn, and the applicant plans to submit a new application with a combination of proposed zoning classifications. There is a potential for additional RMD zoning on the vacant land adjacent to the west. Given that the abutting zoning classifications will be the same as, or just one step down in land use intensity from, the RMD classification proposed in this application, the transition of zoning districts reflected in the zoning pattern after the proposed zoning changes will be appropriate. The proposed RMD zoning is consistent with the Medium Density Residential designation for the property on the Land Use Plan map. There has been no opposition to this rezoning expressed either in writing or in person. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Alan Balser, Dallas, Texas, stated that the property is proposed to consist of single-family homes and duplex dwellings. He requested approval.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:25 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-37, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

James Tiemann, Concho Street, suggested that the Council consider registering feral cat colonies that could assist the animal control officers with having knowledge of the colony in the event of complaints and to also manage spay and neuter options of feral cats.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

5A: Approve Resolution 2021-18 requiring approval by the City Council of the City of Lockhart for the 2021 Certified Property Tax Roll.

5B: Authorize confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager.

5C: Accept a \$20,000 cost-share reimbursement grant for Lockhart Fire Rescue to purchase Personal Protective Equipment (PPE). The grant is administered by the Texas A&M Forest Service.

5D: Approve opting out of the Public Utility Commission (PUC) Securitization Process under HB 4492.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-5 OF THE CITY CODE OF ORDINANCES IN REGARD TO OWNERSHIP OF ANIMALS IMPOUNDED AT THE LOCKHART ANIMAL SHELTER AS OUTLINED IN ORDINANCE 2021-38.

Councilmember McGregor made a motion to approve Ordinance 2021-38, as presented. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-19 OF THE CITY CODE OF ORDINANCES IN REGARD TO ANIMAL LIMITATIONS WITHIN THE CITY LIMITS OF LOCKHART AS OUTLINED IN ORDINANCE 2021-39.

Mayor Pro-Tem Sanchez made a motion to table the item and to direct staff to consider additional options in regard to animal limitations. Councilmember Mendoza seconded.

Councilmember McGregor requested that staff include options to require spay and neuter if an individual obtains a special permit for a larger number of animals.

VOTE: The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no discussion.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to boards and commissions. There were none.

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

- Fire Engineer promotional exam will be held November 2, 2021.
- Update regarding the new Pierce fire pumper.
- Library Updates.
- City of Lockhart Financial Focus for Fiscal Year ending September 30, 2021.
- Fire Department holding a “Push-In” ceremony on November 5th.
- Police Department awards lifesaving medals.
- Update on Lockhart’s TxDOT grant application for improvements on SH 142 in downtown.

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

Councilmember Mendoza thanked the citizens for helping a family with home repairs.

Mayor Pro-Tem Sanchez expressed condolences to the families of Basilio Gutierrez, Francisco Frank Lopez, and Jason and Joshua Brown for their loss.

Councilmember McGregor invited everyone to First Friday. She encouraged citizens to attend the November 15 open house about the downtown revitalization project.

Councilmember Bryant also encouraged citizens to attend the November 15 meeting regarding downtown improvements. He thanked Worlanda Neal for serving on the Civil Service Commission for the past 15 years.

Mayor White invited everyone to attend the recognition event to the Smith’s for donating the downtown property for public use. Upcoming events include Dia de los Muertos on November 15 downtown and Saturday will be the Keep Lockhart Beautiful cleanup at City Park.

ITEM 9. 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. Discussion regarding possible land acquisition.

Mayor White announced that the Council would enter Executive Session at 8:58 p.m.

ITEM 10. OPEN SESSION - Discussion and/or action regarding possible land acquisition.

Mayor White announced that the Council would enter Open Session at 9:28 p.m. There was no action.

ITEM 11. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:29 p.m.

PASSED and APPROVED this the 16th day of November 2021.

CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Connie Constancio, TRMC, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss Resolution 2021-20 authorizing submission of a grant application for the Body Worn Camera Program upgrade to the Office of the Governor for the Lockhart Police Department.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza, Mark Mayberry

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Seeking funding through the Office of the Governor's Body Worn Camera Grant Program FY 2022. This grant does, however, require a 25% match of funds in the amount of \$22,785.

The current devices currently in use by the Lockhart Police Department have shown a history of being in constant need of repair and/or replacement and generally have shown not to be very sturdy or dependable. With them all being past their 1 year manufacturers' warranty, the frequent cost to repair them almost meets the same cost to replace them with a new device. With a usual turn around of several weeks on repairs, officers have to use spare or share cameras, making it difficult to track videos.

Attached is a Memorandum from Chief Pedraza providing detailed information about the body worn camera replacement requirements.

The devices being sought include 5 year warranties on all devices and upgraded devices after the first 3 years. In addition, the software includes unlimited cloud-based storage for retention without data caps.

PROJECT SCHEDULE (if applicable): Final Date to Submit and Certify Application
November 30, 2021
Earliest Project Start Date March 1, 2022

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$22,785

Account Number: 100-5317-304-00

Funds Available: 0

Account Name: Computer Equipment & Software

FISCAL NOTE (if applicable): Required 25% Matching funds. This grant match will require a budget amendment for \$22,785 to expenditures in the General Fund for Fiscal Year 2021-22.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Body Camera Memo - Chief Pedraza, Resolution 2021-20, Grant Details



LOCKHART POLICE DEPARTMENT

214 Bufkin Lane
Lockhart, Texas 78664
Phone: 512-398-4401
Fax: 512-398-3393
police@ps.lockhart-tx.org

Ernest Pedraza
Chief of Police

Jesse Bell
Captain of Police

REF: Body Worn Camera Replacement

Date: 11-10-2021

The Lockhart police department began utilizing Safe Fleet Body Worn Cameras (BWC), known formerly as L-3 systems, since the inception of our digital in-car video and body cam systems program on April 21st, 2014. The body worn cameras had a one-year warranty at the time of purchase. In 2018, we noticed continual problems with the body worn cameras. The cameras were breaking down on a regular basis and they had a short battery life. Safe Fleet had just developed a generation 3 body worn camera and the battery life was advertised to last approximately 12 hours. In 2018, Safe Fleet agreed to buy back the old body worn cameras and replace them with 25 model BWX-100 Body Worn generation 3 cameras at a reduced price. Since all our in-car camera systems, servers and offloading systems were L-3, we decided to remain with L-3 and utilize the new and improved body worn cameras.

On May 1, 2018, the city council approved a resolution 2018-08 authorizing the submission of the grant application to the office of the governor for the body worn camera program. The total cost of the grant funds was \$15,518 with the city's grant match of \$3,103.60 which was 20%. The Lockhart PD purchased the cameras.

Current Issues

As of this date, all the BWX-100 are out of warranty and between January 2020 and July 2021, 17 BWX-100 were sent for repairs. Currently we have five BWX-100 out of service due to failures and a couple for damage. It takes about three to four weeks to get the cameras back from repair. The battery life on the units after some usage drains quickly from 10 hours to a realistic 5-6 hours prior to an officer having to swap out units to charge.

The current Safe Fleet system utilizes an in-house server system which is from 2014. This system retains data in that server and retention of videos is an issue as the system space is limited by our capacity. The server is also out of warranty, is past its standard service life, and will require replacement soon. Offloading of the videos, which is a daily task, requires the use of a DVD robot which is also out of warranty and is out of service life from 2014. The Safe Fleet customer service as of 2020 was switched to an out of country service and has become increasingly difficult in obtaining quality customer service.

Solutions Available

We currently have an opportunity to apply for grant with the Texas Governors grant program to purchase body worn cameras to replace the current BWX-100 from Safe fleet and go with an alternate system. If the grant is approved, we are proposing to purchase Watch Guard



LOCKHART POLICE DEPARTMENT

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Ernest Pedraza
Chief of Police

Jesse Bell
Captain of Police

body worn cameras. Watch Guard began in 2002 and is the number 1 in the country for in car systems.

The Watch Guard BWC's are cloud based. The battery life are 12 hours, and the batteries are interchangeable. If we purchase these cameras, the PD will have more than our currently limited storage of videos (in house server) and we would have simple online access to retrieve the videos. The video retention issue would be resolved, and we would free up space on our server for the other in car mobile videos, further freeing up our ability to maintain what we have until a solution is achieved. The cameras will have a five-year warranty with complete replacement after three years if the cameras need replacement. The current server replacement cost would be around \$15,000 and the robot is around \$14,000. Since Watch Guard is cloud based, we would not need to maintain the server for storing the body worn cameras videos. In addition, the system allows editing for open record requests or major incidents when videos need to be release quickly, which we currently do not have.

References

Watchguard provides service to Texas Department of Public Safety, Houston Police Department, Dallas Area Rapid Transit, El Paso PD, Plano PD, Allen PD, New Braunfels PD, Bastrop PD, Seguin PD, Caldwell County Sheriff's Office, Smithville PD, and Hallettsville PD, among many others.

Captain Bell reached out to Capt. Kuykendall from the Caldwell County Sheriff's Office, and he stated they have utilized Watch Guard since they began their BWC program in 2005. I spoke with Sheriff Mike Lane, and he also stated they have not had any problems with Watch Guard BWC and are very satisfied with the product.

I spoke with Chief Tim Crow from the Gonzales Police department, and they been using the Watch Guard in car cameras and are currently seeking a grant to buy the Watch Guard body worn cameras. He stated they were very satisfied with the in-car Watch Guard cameras.

I spoke with Assistant Chief Vicki Steffanie from the Bastrop Police department, and she stated the department has been using Watch Guard since 2015 and she gave them an overwhelming positive recommendation.

Chief Brian Jones, Bee Cave PD stated the system is pretty good, but since they sold out to Motorola, their customer service has gone downhill.



LOCKHART POLICE DEPARTMENT

214 Bufkin Lane
Lockhart, Texas 78664
Phone: 512-398-4401
Fax: 512-398-3393
police@ps.lockhart-tx.org

Ernest Pedraza
Chief of Police

Jesse Bell
Captain of Police

Conclusion

With the current situation of the body worn cameras and the opportunities available to us today, it is my recommendation that we seek this grant for funding to replace the current equipment we have. This will better equip our officers to document critical incidents today and put us in a better position for the future regarding video recordings.

Ernest Pedraza
Chief of Police

RESOLUTION 2021-20

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

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

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

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

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

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

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

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

Grant Number: **4366701**



Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Body-Worn Camera
Grant Program, FY2022***

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 35 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. PSO expects to make available \$10M for FY2022.

Eligible Organizations

Applications may be submitted by the Texas Department of Public Safety, municipalities, and counties that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	09/01/2021
Online System Opening Date	09/01/2021
Final Date to Submit and Certify an Application	11/30/2021 at 5:00PM CST
Earliest Project Start Date	03/01/2022

Project Period

Projects must begin on or after 03/01/2022 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None -

Match Requirement: 25%

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. PSO will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

Program-Specific Requirements

Eligible officers. Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who:

- 1) Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or
- 2) Primary responders who respond directly to calls for assistance from the public.

Policy. Pursuant to Sec. 1701.655, Occupations Code, a law enforcement agency that receives a grant to provide body worn cameras to its peace officers or that otherwise operates a body worn camera program shall adopt a policy for the use of body worn cameras. **The policy must ensure that a body worn camera is activated only for a law enforcement purpose and must include:**

- 1) Guidelines for when a peace officer should activate a camera or discontinue a recording currently in progress, considering the need for privacy in certain situations and at certain locations.
- 2) Provisions relating to data retention, including a provision requiring the retention of video for a minimum period of 90 days.
- 3) Provisions relating to storage of video and audio, creation of backup copies of the video and audio, and maintenance of data security.
- 4) Guidelines for public access, through open records requests, to recordings that are public information.
- 5) Provisions entitling an officer to access any recording of an incident involving the officer before the officer is required to make a statement about the incident.
- 6) Procedures for supervisory or internal review.
- 7) The handling and documenting of equipment and malfunctions of equipment.
- 8) Consistent with the Federal Rules of Evidence and Texas Rules of Evidence.

The policy may not require a peace officer to keep a body worn camera activated for the entire period of the officer's shift.

Training. Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to:

- 1) Peace officers who will wear the body worn cameras.
- 2) Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

Reporting. Pursuant to Sec. 1701.653, Occupations Code, a law enforcement agency shall annually report to the Texas Commission on Law Enforcement (TCOLE) regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Eligibility Requirements

1. Local units of government, including counties, municipalities, special districts, school districts, junior college districts, or other political subdivisions of the state, must submit a written certification of the local government's compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code. A determination of non-compliance with the cybersecurity training requirements will result in a refund of the original grant award as well as ineligibility of future grant awards until the second anniversary of the date the local government is determined ineligible.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.
4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal

aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of body-worn cameras, video storage, and retrieval systems or cloud-based services such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.



Quote For:

**Lockhart Police Department
Attn: Mark Mayberry**

Reference:

VaaS (31) V300

Quote By:

**WatchGuard Video
Andy Tarbutton**

Date: 09-16-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video

415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Lockhart Police Department - Attention: Mark Mayberry
VaaS (31) V300

QUOTATION - WAT-0309-01**DATE: 09-16-21**

Deliverables / Materials / Services	Qty	Sell Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month AAS-BWC-5YR-001 Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. User licenses on a per-device basis. 50 GB of non-device storage included per device, averaged across all devices in the program CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. Body-worn camera (battery + choice of mount included) Third year technology (Hardware) refresh. 5-year agreement (billed Quarterly or Annually) Advanced hardware replacement service & 24/7 support No-Fault hardware warranty	31	\$2,940.00	\$91,140.00
Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month AAS-BWC-XFS-DOC 8-Bay Ethernet Transfer Station Ethernet Cable, Rack mount (optional) & Power Cord	1	\$0.00	\$0.00
Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation WGW00122-410	1	\$0.00	\$0.00
Shipping - BWC Unit FRT-BWC-01 Freight delivery for each Body Worn Camera Unit	31	\$0.00	\$0.00

Total Price \$91,140.00

Deferred	\$91,140.00
Due Now	\$0.00
Annual Invoice	\$18,228.00

**Purchase as a Service (PaaS)
Financial Profile**

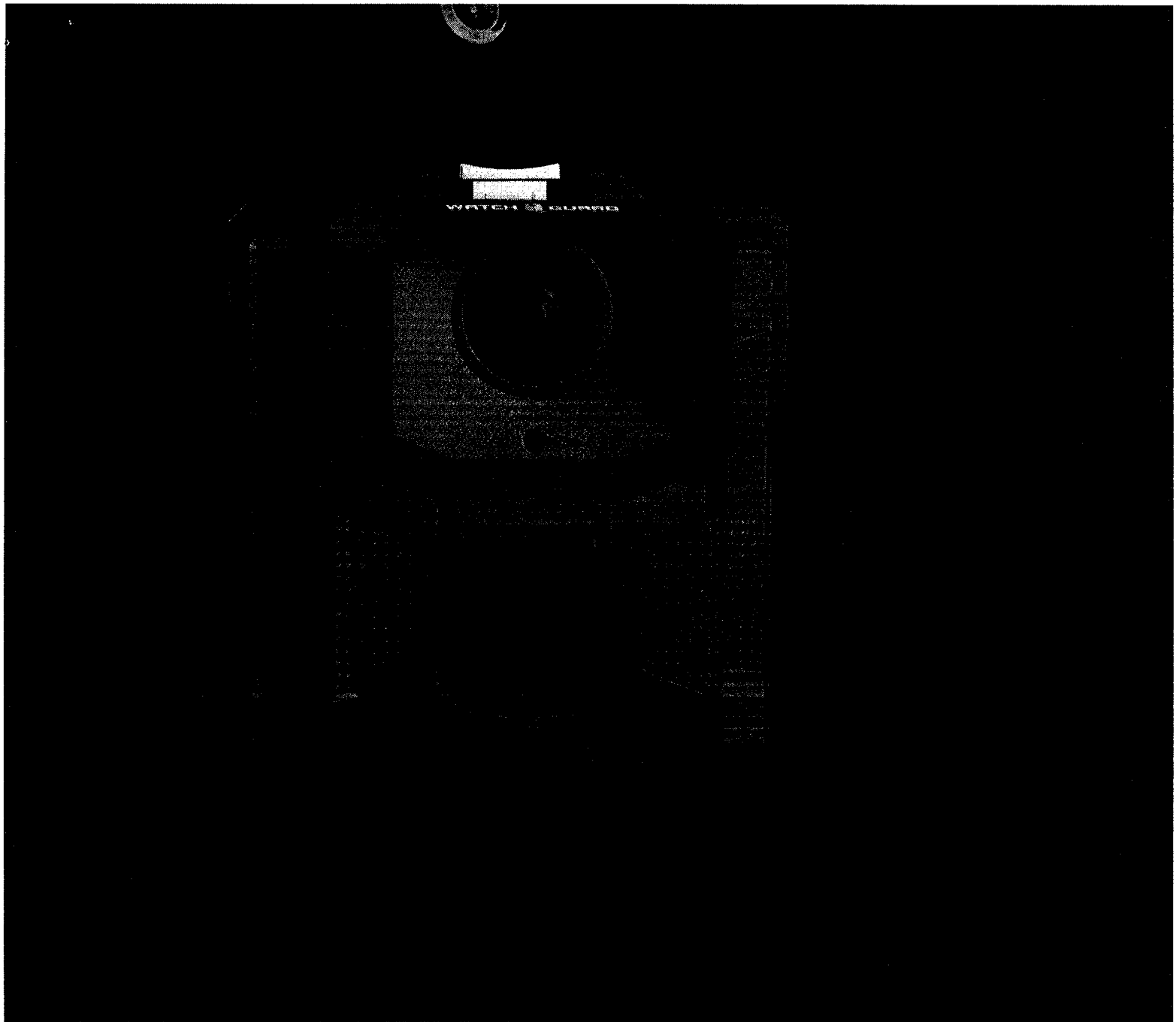
Total Price:	\$91,140.00
Contract Term:	5 Years
Monthly Payments:	\$1,519.00
Annual Invoice:	\$18,228.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).

Quoted by:

Andy Tarbutton - Inside Territory Sales Representative - 469-525-8762 - andy.tarbutton@motorolasolutions.com



WATCHGUARD V300

CONTINUOUS-OPERATION BODY CAMERA

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



KEY FEATURES

DETACHABLE BATTERY — Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING — Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM — One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

SPECIFICATIONS

Weight
6.8 ounces

Depth
1 1/8"

Storage
128 GB

IP Rating
IP 67

Resolution
1080p, 720p and 480p

NATURAL FIELD OF VIEW — Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION — Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT — Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

Microphones
Dual

Vertical Field of View
Electronic Turret +15° /- 20°

Field of View
130°

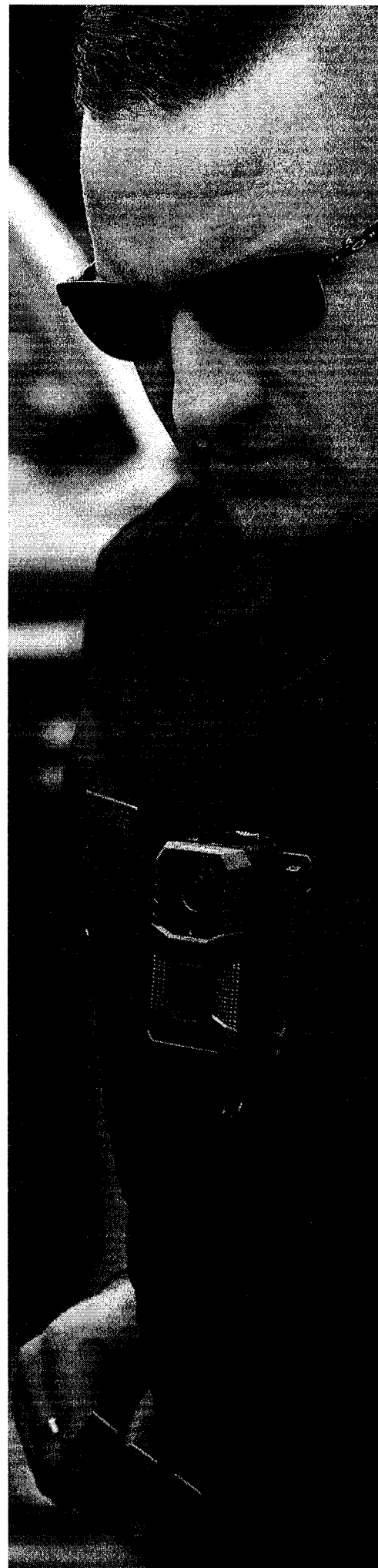
Encryption
At rest and in transit

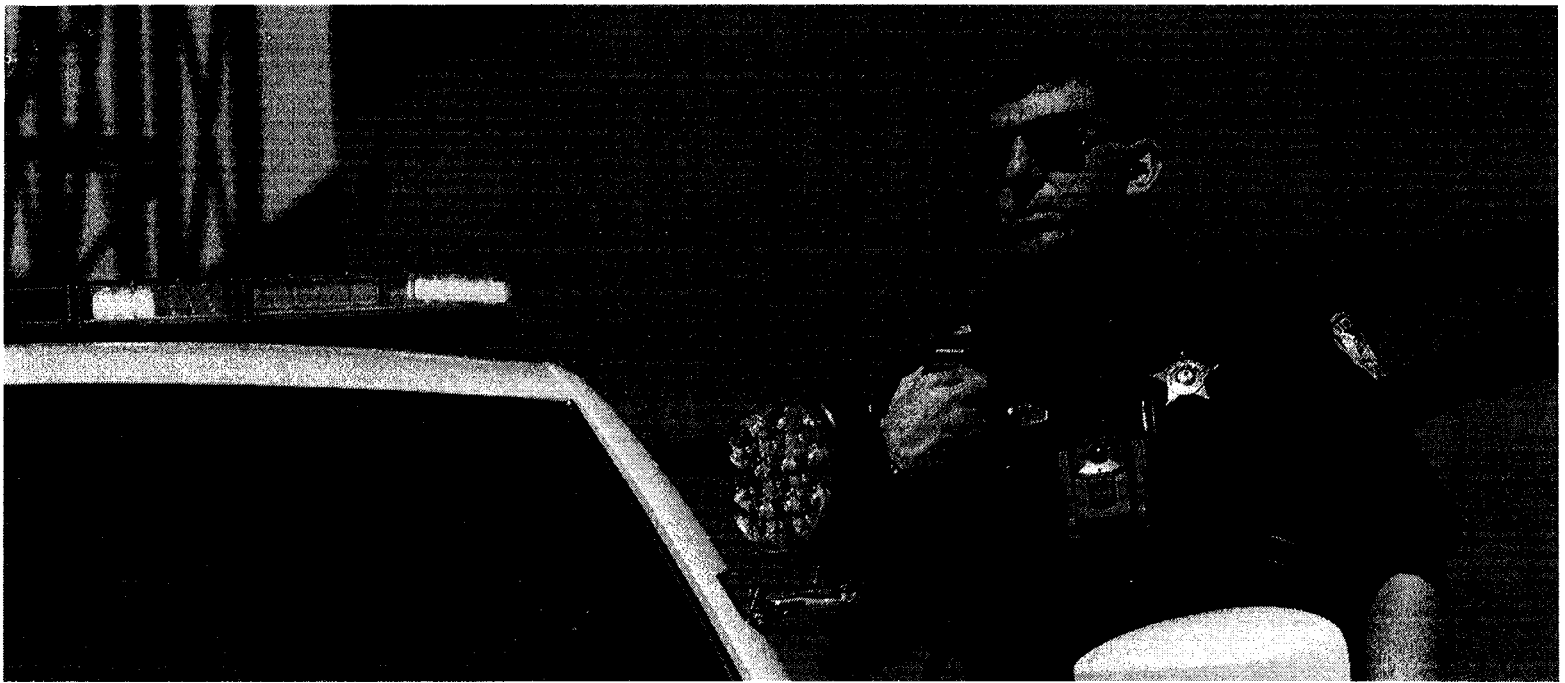
For more information, visit www.watchguardvideo.com



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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VIDEO-AS-A-SERVICE

TRANSPARENCY SHOULDN'T COME AT A HIGH PRICE

Get your cameras and get going. Our simple pay-as-you-go program helps you get everything you need for your body-worn and in-car camera video policing program with no upfront capital investment — from a robust camera system to advanced digital evidence management tools.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering body-worn cameras, in-car video systems, digital evidence solutions and support services through Video-as-a-Service.

With no up-front capital investment required, you can deploy a new camera system and start using it immediately under a simple 5-year pay-as-you-go program. Everything you need is provided, including solutions to securely capture, collect, manage and share your evidence, as well as 24/7 support and no-fault warranty coverage.

And if you already have content on a digital evidence management system, we can work with you to migrate your video material to the new platform.

NO NEED TO RAISE FUNDS

Get what you need with no upfront investment and pay-as-you-go. Turn a capital investment into a manageable operational expense.

BUDGET PREDICTABILITY

Stay on budget with a low payment, fixed for 5 years, that includes your camera system, software, support, and video storage.

ASSURED PERFORMANCE

Maintain efficiency and reliability, with a no-fault warranty, advance hardware replacement and 24/7 phone support.

TECHNOLOGY REFRESH

Stay current with the latest technology, with a free refresh of your body-worn cameras and batteries during the program.

CLOUD HOSTED

Manage, store and share video evidence securely from your cloud account. We can even help you migrate your existing platform.



KNOCK DOWN DIGITAL EVIDENCE DATA SILOS

As important as it is to have the right mobile video cameras in place, it's just as critical to have the right digital evidence management tools to streamline the capture, collection, management and sharing of your data.

Capture Evidence with your Smartphone

Securely capture video, images and audio on-scene using an Android or iOS device with CommandCentral Capture.

Collect Evidence from your Citizens

Quickly gather evidence using case-specific, agency-generated links with CommandCentral Community.

Control your Entire Video System

Easily configure cameras, provision users, define permissions and maintain audit logs with CommandCentral Evidence.

Unify your Evidence Management

Intelligently organize, redact and audit all of your agency's digital evidence from one place with CommandCentral Evidence.

Simplify your Evidence Sharing

Seamlessly view and share all case-related information from one, streamlined interface with CommandCentral Records.

PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
	\$49/month	\$149/month	\$189/month
Systems	V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and Vigilant PlateSearch software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body-Worn Camera System + In-Car Camera System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Software	CommandCentral Capture, CommandCentral Community, CommandCentral Evidence, and CommandCentral Records for cloud-based digital evidence collection, management and sharing. Includes free digital evidence migration to the new platform.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit motorolasolutions.com/video-as-a-service



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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Not submitted

[Print This Page](#)

Agency Name: Lockhart Police Department
Grant/App: 4366701 **Start Date:** 3/1/2022 **End Date:** 3/31/2022

Project Title: Body Worn Cameras
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460016342000

Application Eligibility Certify:

Created on: 9/13/2021 1:48:45 PM By: Mark Mayberry

Profile Information

Applicant Agency Name: Lockhart Police Department
Project Title: Body Worn Cameras
Division or Unit to Administer the Project: Patrol Division
Address Line 1: 214 Bufkin Lane
Address Line 2:
City/State/Zip: Lockhart Texas 78644-4006
Start Date: 3/1/2022
End Date: 3/31/2022

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Caldwell

Counties within Project's Impact Area: Caldwell

Grant Officials:**Authorized Official**

Name: Ernest Pedraza
Email: epedraza@ps.lockhart-tx.org
Address 1: 4601 grand Cypress dr.
Address 1:
City: Austin, Texas 78747
Phone: 512-398-4401 Other Phone: 512-749-6718
Fax:
Title: Mr.
Salutation: Chief
Position: Chief of Police

Financial Official

Name: Pam Larison
Email: plarison@lockhart-tx.org
Address 1: 308 W. San Antonio St.
Address 1:
City: Lockhart, Texas 78644
Phone: 512-398-3461 Other Phone:
Fax: 512-398-5103
Title: Ms.
Salutation: Ms.
Position: City Controller

Project Director

Name: Jesse Bell
Email: jbell@ps.lockhart-tx.org
Address 1: 214 Bufkin Lane
Address 1:

City: Lockhart, Texas 78644
Phone: 512-398-4401 Other Phone:
Fax: 512-398-3393
Title: Mr.
Salutation: Lieutenant
Position: Captain

Grant Writer

Name: Mark Mayberry
Email: mmayberry@ps.lockhart-tx.org
Address 1: 214 Bufkin Ln
Address 1:
City: Lockhart, Texas 78644
Phone: 512-398-4401 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant
Position: Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460016342000
Data Universal Numbering System (DUNS): 074616863

Narrative Information**Introduction**

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions**Organization Information**

The number of licensed officers directly employed by the applicant agency:

29

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

29

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Eligible Officers

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

Reporting Requirements

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Body-Worn Camera Policy

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

Cybersecurity Training Requirement

Local units of government, including counties, municipalities, special districts, school districts, junior college districts, or other political subdivisions of the state, must submit a written certification of the local government's compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code. A determination of non-compliance with the cybersecurity training requirements will result in a refund of the original grant award as well as ineligibility of future grant awards until the second anniversary of the date the local government is determined ineligible.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline (s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226 (a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Jesse Bell

Enter the Address for the Civil Rights Liaison:

214 Bufkin Lane Lockhart, Tx 78644

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

5123984401 x277

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the PSO Funding Announcement, the eGrants application, the OOG's Guide to Grants, and the OOG's Grantee Conditions and Responsibilities to be eligible for this program.

X I certify to all of the application content and requirements.

Project Abstract :

Seeking to fund and upgrade from our current body worn cameras which have not been dependable and are currently being sent off for service. Would also like to upgrade to a cloud based storage. Many times officers would have to deviate from their assigned cameras and utilize a "spare" or "back up" camera making it a little more difficult to track videos.

Problem Statement :

Frequent maintenance requests with our current devices. Don't hold up well. Turn around time for replacement devices is several weeks. Manufacturer warranties run out quickly adding additional costs for repairs or replacements.

Supporting Data :

Over the past 18 months, approximately 18-20 service/repair requests submitted pertaining to faulty body worn cameras, most of which were out of the 1 year warrants. Costs associated with repairs neared the cost of purchasing a new unit. During this officers would be without or with a "spare" camera for 2-3 weeks depending on turn around time on repairs or replacement, on occasion all spares would be in service with other officers pending repair as well, leaving the officer with no camera.

Project Approach & Activities:

Seeking a more dependable and reliable camera to eliminate or reduce our frequent service/repair requests and replacements of our current devices. In addition by adding cloud storage, our retention and storage of videos would be considerably larger.

Capacity & Capabilities:

Grant writer currently manages our existing body worn camera equipment and handles all repair and maintenance requests and any other issues with these devices.

Performance Management :

Through a similar period of 18 months, we will measure the amount of maintenance or repair requests over the same period in hopes of a significant reduction. Any improvement here will indicate cameras are remaining in service and in the field documenting law enforcement contacts and enforcements as intended, with little to no periods of officers without cameras.

Target Group :

Equip all sworn personnel with a body worn camera during law enforcement related contacts, enforcement actions or other relevant duties.

Evidence-Based Practices:

Contacted manufacture of desired devices to inquire about pricing, features, and fit for our agency. New devices offer could based unlimited storage which could increase our retention capabilities. Price included 5 year warranties for equipment, which replacements available after 3 years which would save the agency money on repeated maintenance / repair.

Project Activities Information**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Body-Worn Camera Program Implementation	100.00	To be utilized by all sworn officers during law enforcement activities to include field interviews, calls for service, investigations and traffic stops.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Number of body-worn cameras purchased with grant funds.	31

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Total cost will cover 5 years of service to include cloud storage, user licenses, support and maintenance. Activities monitored will be to schedule training and install and utilization of services and support as needed.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2021

Enter the End Date [mm/dd/yyyy]:

9/30/2022

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

0

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☐ Yes

☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information**Section 1: Organizational Information**

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	Project involved the purchase of body worn cameras and associated software to upgrade from our existing equipment and software.	\$68,355.00	\$22,785.00	\$0.00	\$0.00	\$91,140.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
City Funded 25% Match	Cash Match	\$22,785.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$22,785.00	\$22,785.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$68,355.00	\$22,785.00	\$0.00	\$0.00	\$91,140.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$68,355.00	\$22,785.00	\$0.00	\$0.00	\$91,140.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** mmayberry

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss Resolution 2021-21 for an Economic Development Performance agreement for a BIG Grant facade improvement with Old Pal Texas Tavern located at 100 E. Market Street.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Attached is the resolution and performance agreement offering a BIG Grant to Old Pal Texas Tavern.

Old Pal Texas Tavern invested \$22,770 into the updating of the façade of the building. The owner met with LEDC months ago and due to the size of the rebate (\$11,385) staff held off until the new fiscal year to provide the full rebate to the business as the BIG Grant account was almost completely used in FY 2020-21.

The attached economic development performance agreement outlines the work done on the building, the rebate the business is entitled to should the work be completed as stated and paid as required. The expected 50% rebate is \$11,385 on the \$22,770 worth of work on the façade.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number: 800-5199-702-00

Funds Available: \$50,000

Account Name: Business Improvement Grant

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: Lockhart EDC Board of Directors unanimously passed its resolution at its regular board meeting on November 8, 2021.

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to approve Resolution 2021-21 for an economic development performance agreement for a BIG Grant with Old Pal Texas

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Tavern.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2021-21 Old Pal, Old Pal BIG Grant Performance Agreement, Old Pal Resolution, LEDC Draft Minutes 11.8.21, Old Pal Tavern BIG Grant Application

RESOLUTION NO. 2021-21

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT WITH OLD PAL TEXAS TAVERN FOR A BUSINESS
IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, the City of Lockhart (“City”) is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Old Pal Texas Tavern has applied to LEDC for a grant pursuant to the LEDC’s Business Improvement & Growth Program in order to make improvements and repairs to its facility at an estimated cost of \$22,770; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement (“EDPA”) for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Old Pal Texas Tavern is attached hereto as Exhibit “A” and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 16th day of November, 2021.

City Council of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, City Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“EDPA” or “Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and OLD PAL TEXAS TAVERN (“OLD PAL”)

RECITALS

WHEREAS, OLD PAL is an existing business in the City of Lockhart located at 113 S. Main Street, the owner of which desires to make repairs and improvements, expand its operations to the City of Lockhart, Texas (“City”), and retain primary jobs (“the Improvements”); and

WHEREAS, OLD PAL intends to invest approximately \$22,770 in the Improvements; and

WHEREAS, the LEDC is a Texas Type B economic development corporation located in a city with a population of less than 20,000, operating pursuant to the applicable provisions of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the LEDC desires to assist OLD PAL and offer financial incentives as part of LEDC’s Business Improvement & Growth (“BIG”) Economic Development Program in the City; and

WHEREAS, the LEDC Board finds that the Project as herein described and carried out will promote new or expanded business development and is an “Authorized Project” as that term is defined in Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board will hold at least one public hearing on the Project prior to spending funds in accordance with Sections 505.159(a) of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board finds that this EDPA is conditional in the event the City of Lockhart, Texas (City) receives a petition no later than the 60th day after the date notice of the Project was published, which is duly certified and accepted by the City Council, from more than 10% of the registered voters of the City of Lockhart, Texas, requesting that an election be held before the Project is undertaken in accordance with Section 505.160 of the Texas Local Government Code, as amended; and,

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and OLD PAL agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be two (2) years from the effective date of this EDPA.

Section 3. OLD PAL Performance Requirements

In consideration of LEDC agreeing to provide the Grant described below in Section 4, OLD PAL agrees to perform the following:

- (a) To make the improvements and repairs described in the BIG Program Application filed by the owners of OLD PAL TEXAS TAVERN, which is attached hereto as Exhibit “A” and incorporated herein for all purposes (“the Improvements”).
- (b) Commence construction of the Improvements within one hundred twenty (120) days after the City’s approval of the construction plans and issuance of a building permit for the same.
- (c) Complete construction of the Improvements, at a cost estimated at \$22,770 within eighteen (18) months after the issuance of the aforesaid building permit.
- (d) OLD PAL shall provide LEDC with proof of making the Improvements by submitting copies of receipts for expenditures satisfactory to LEDC, which shall be provided within thirty (30) days of completion of the Improvements.
- (e) Keep current in the payment of taxes owed for the facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by OLD PAL.

Section 4. LEDC Requirements

In consideration of OLD PAL’s agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) Provide a Grant to OLD PAL of not more than eleven-thousand three-hundred eighty-five dollars (\$11,385.00) of the cost of making the Improvements.
- (b) Provide the Grant to OLD PAL within fourteen (14) days of receiving satisfactory proof of OLD PAL's completion of construction of the Improvements and payment of OLD PAL's payment to its architect, contractor, and vendors in full.

Section 5. Termination and Recapture

- (a) In the event that OLD PAL discontinues operations for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event OLD PAL shall be required to repay to LEDC any monies expended by LEDC under Section 4 of this Agreement within thirty (30) days of written demand from LEDC therefore following the expiration of such period; provided however that OLD PAL shall not be required to repay such monies if such discontinuation of operations is caused by force majeure.

For the purposes of this Agreement, "force majeure" shall be defined as fire, explosion, natural disaster or other act of God, war, pandemic, or civil unrest, taking under eminent domain, regulatory restrictions or action of any applicable governmental entity, or other event or action that makes the conduct of the OLD PAL illegal or economically unsustainable is beyond the reasonable control of OLD PAL. OLD PAL shall not be required to repay such amounts so long as it is, in the opinion of the LEDC, diligently taking action(s) to renew or continue operations.

- (b) In the event, that OLD PAL shall fail to repay LEDC within thirty (30) days of the date such repayment is due according to the written demand from LEDC, OLD PAL hereby agrees that LEDC may enforce all of its rights and remedies available at law and in equity against OLD PAL.

Section 6. Entire Agreement

This Agreement, when executed, contains the entire agreement between LEDC and OLD PAL with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by LEDC and OLD PAL.

Section 7. Successors and Assigns

Neither party shall assign its rights, obligations, or interest in this Agreement without the prior written consent of the other party. In the event of consent to such assignment or in the event of legal succession of OLD PAL's interest in this Agreement

by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 8. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

OLD PAL: OLD PAL TEXAS TAVERN
Attn: James Lee
100 E. Market Street
Lockhart, TX 78644

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 9. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.

Section 10. Severability

In the event that 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 hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 11. Mutual Assistance

LEDC and OLD PAL agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 12. Representations and Warranties of LEDC.

LEDC hereby represents, warrants, and covenants that:

- (a) It is a Type B Economic Development Corporation, duly organized and validly existing under the laws of the State, particularly Sections 501 and 505 of the Texas Local Government Code.
- (b) The facility constitutes a “project” as defined in Sections 501.101 and 505.155 of the Texas Local Government Code.
- (c) All requirements related to public notice of the project, particularly those included in Section 505.160 of the Texas Local Government Code, have been satisfied.
- (d) The person executing this Agreement on behalf of the LEDC is fully authorized to do so.

Section 13. Representations and Warranties of OLD PAL.

- (a) It is a duly incorporated business entity with full authority to enter into this Agreement.
- (b) The person executing this Agreement on behalf of OLD PAL is fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steven Lewis, LEDC President

ATTEST:

Michael Kamerlander, LEDC Secretary

OLD PAL TEXAS TAVERN

James Lee

RESOLUTION NO. 2021-06

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH OLD PAL TEXAS TAVERN FOR A BUSINESS IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Old Pal Texas Tavern has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility at an estimated cost of \$22,770; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

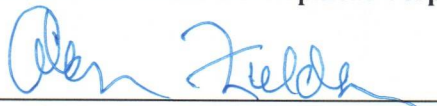
WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Old Pal Texas Tavern is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 8th day of November, 2021.

Lockhart Economic Development Corporation



Alan Fielder, Board Chairman

Attest:

Approved as to form:



Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, NOVEMBER 8, 2021
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Frank Estrada; Sally Daniel

Board Members Absent: Doug Foster

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:03 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding Project Iron Ore for a performance agreement with Blackjack II, LLC. pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:04 PM and Closed at 6:05 PM

2.2 Hold a public hearing regarding a performance agreement with Old Pal Bar for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:05 PM and Closed at 6:06 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the October 4, 2021 meeting.

No Discussion.

Motion to approve the minutes from the October 4, 2021 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.2 Discussion and/or action regarding sales tax and financial statements for September and October 2021.

Fiscal year-end close is being finalized and will be reported at the next meeting

Motion to approve the September and October 2021 financial statements.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.3 Discussion and/or action regarding LEDC Resolution 2021-06 for an economic development performance agreement with Old Pal Bar for a Big Grant.

Motion to approve LEDC Resolution 2021-06.

Motion: Frank Estrada

Second: Sally Daniel

Vote: 5 of 5

4.4 Discussion and/or action regarding LEDC Resolution 2021-07 for an economic development performance agreement with Blackjack II, LLC.

A question regarding the length of utility extension was brought up and they are both well under a mile. Greg Zenghi from Iron Ox gave a brief overview of the location and plans for the new location.

Motion to approve LEDC Resolution 2021-07.

Motion: Alfredo Muñoz

Second: Frank Estrada

Vote: 5 of 5

4.5 Discussion and/or action regarding a property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

5. Executive Session – No executive session held

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Hyperion
- Iron Ore
- Porterhouse

6. Board Action from Executive Session

None

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Morales gave an update on the LEDC Staff activities for October 2021.

ADJOURN

Motion to Adjourn.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

LEDC Board of Directors Adjourned at 6:49 PM.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)
MINUTES

Monday, November 8, 2021 - 6:00 P.M.

Page 2 of 3

Minutes approved this the _____ day of _____, 2021.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

BIG Grant Application

Return Completed Application to:

Lockhart EDC
308 W. San Antonio
Lockhart, TX 78644
EcoDev@lockhart-tx.org

Applicant's Name JAMES LEE/TRANIS TOLLE
OLD PAL TEXAS TAVERN OP 100 MARKET LLC
Mailing Address 100 E MARKET STREET, LOCKHART, TX 78644
Phone 512.554.9286 Email willowel05@gmail.com

Business Organization of Applicant:

☐ Corporation (dba) ☐ Partnership ☐ Sole Proprietorship
Business Name OLD PAL TEXAS TAVERN (OP 100 MARKET LLC)

Relationship of Applicant to the property to be renovated:

☐ Owner Attach copy of latest tax bill and proof of payment
☒ Tenant Attach copy of CoL Certificate of Occupancy and written permission from building owner to participate in BIG Grant Program including expiration date of present lease.

Address of property to be improved:

100 E MARKET STREET, LOCKHART, TX 78644

Describe the scope of work:

REPAINT EXTERIOR OF BUILDING, GLASS BRICK WINDOW
INSTALLATION, TINT WINDOWS, EXTERIOR MURALS

Design professional responsible for your drawings, plans, and permits:

IAN STOWE; GREEN GUILD INC. 428 TRINITY ST.
LOCKHART, TX 78644

Mailing Address 100 E MARKET STREET, LOCKHART, TX 78644

Phone 512.554.9286 E-mail willowel05@gmail.com
713.410.7000 stowed60@gmail.com

The undersigned hereby represents and certifies to the best of his/her knowledge and belief that the information contained on this statement and any exhibits or attachments hereto are true and complete and accurately describe the proposed project, and the undersigned agrees to promptly inform the City of Lockhart Economic Development Director of any changes in the proposed project which may occur.

[Signature]
Signature of Property Owner

7-8-21
Date

DAVID MENDOZA
Print Name

[Signature]
Signature of Commercial Tenant (if applicable)

7.9.21
Date

JAMES A LEE
Print Name

The Lockhart EDC reserves the right to terminate any agreement under the BIG Program if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the Lockhart EDC.

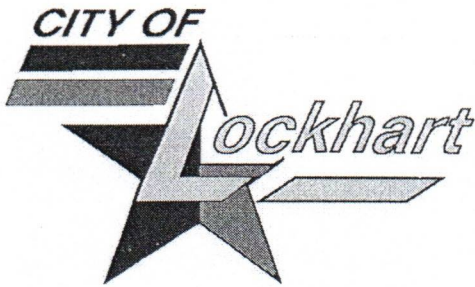


Green Guild Inc.
428 Trinity St.
Lockhart, TX
78644

July 6, 2021

Old Pal- Texas Tavern
100 East Market St.
Lockhart, TX
78644

<u>Exterior Items Completed:</u>	<u>Cost:</u>
Exterior Paint of building and trim	\$ 10,000.00
Infill exterior wall to original stucco after removed OH door	\$ 4,450.00
New Egress door to match building original at kitchen exit	\$ 1,800.00
Exterior window replacement + glass block install	\$ 1,700.00
Seal and stucco all exterior building penetrations	\$ 650.00
Hang Exterior Sign	\$ 1,200.00
 Subtotal =	 \$ 19,800.00
<u>Builders Fee 15%</u>	<u>\$ 2,970.00</u>
 TOTAL PAID =	 \$ 22,770.00
For exterior work to 100 E. Market. Paid for by OP100E Market LLC.	



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

March 18, 2021

Ian Stowe
428 Trinity Street
Lockhart, TX 78644
stowedbc@gmail.com

Dear Mr. Stowe:

On March 17, 2021, the Lockhart Historical Preservation Commission unanimously approved your request for a Certificate for Alteration (CFA-21-05) for a projecting wall sign on the northwest corner of the building, a painted wall sign on the South Main Street building façade, and awnings on the East Market Street and South Main Street facades for the new Old Pal Bar & Grill business establishment located at 100 "A" East Market Street. A Building Permit application(s), and any other permit applications deemed necessary by the Building Official, may now be submitted for the proposed work. In addition, you will be contacted when the Sign Permits are ready to be issued and picked up, at which time the \$35.00 permit review fee (total for both sign permits) must be paid.

If you have any questions, please contact me by phone at (512) 398-3461, Ext. 240, or by email at kwaller@lockhart-tx.org.

Sincerely,

Kevin Waller
Historical Preservation Officer
Assistant City Planner

Cc: Dan Gibson, City Planner
Shane Mondin, Building Official
David Mendoza, Square Bend Group, LLC (Property Owner)



G-003
CODE ANALYSIS PLAN

Rev	Date	Description
02	12/17/2020	REVISION #1
01	11/16/2020	CONSTRUCTION DRAWINGS

Project Number : 01101.20

[illegible]

CODE PLAN LEGEND	
EXIT	EXIT, PER SECTION 202 OF 2012 IBC
EX ACC	EXIT ACCESS, PER SECTION 202 OF 2012 IBC
100' ⬆ ⬆	BENCHMARK GRADE LEVEL AT PUBLIC WAY
FEQ	SURFACE MOUNT FIRE EXTINGUISHER CABINET; QC TO VERIFY FINAL LOCATIONS

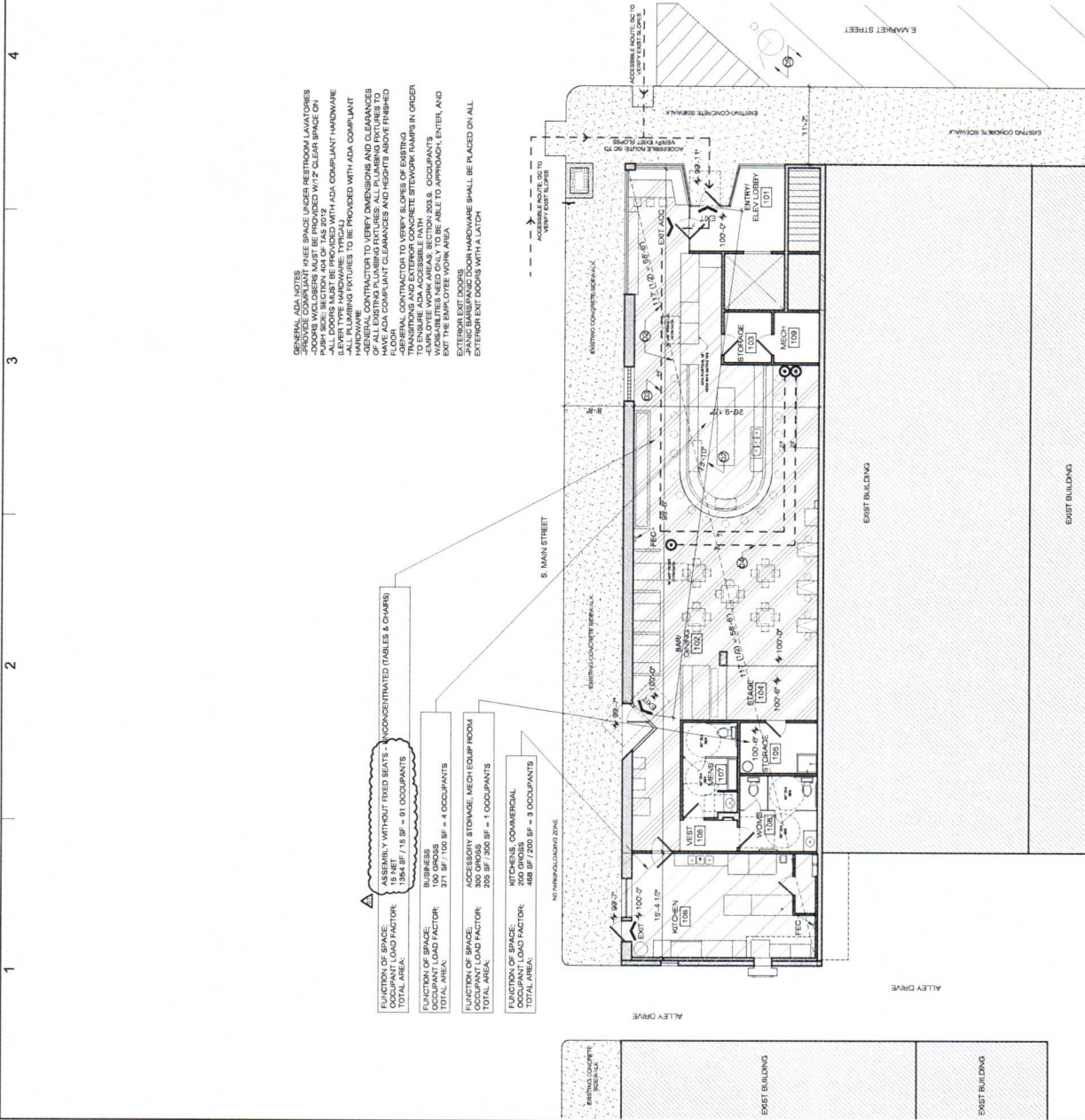
CODE PLAN KEY NOTES

01 MAXIMUM AVERAGE DIAGONAL DIMENSION: PER SECTION 1107.1.1 OF 2015 IRC
02 MAXIMUM OVERALL DIAGONAL DIMENSION: NOT LESS THAN ONE-HALF OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION
03 LONGEST TRAVEL DISTANCE: PER SECTION 1017.2.2015 IRC
04 LONGEST COMMON PATH OF EGRESS TRAVEL PROVIDED: PER 1006.2.1 2015 IRC
05 MAXIMUM SPACE ADJACENT TO ACCESSIBLE ROUTE: 00 TO CONFIRM COMPLIANT: RAMP SLOPES



CODE ANALYSIS

A1 CODE ANALYSIS PLAN
1/18/88 1-Q*



1. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE. WALL CAVITY IS FULLY INSULATED WITH SOUND ATTENUATION BATS. SEAL ALL PENETRATIONS. STRUCTURE ABOVE @ APPROXIMATELY 13'-0" ABOVE FINISHED FLOOR, TYPICAL.

*STRUCTURE ABOVE (AS NOTED IN THE PARTITION CONDITIONS) IS DEFINED AS THE UNDERSIDE OF ONE OR MORE OF THE FOLLOWING:

- STEEL BEAMS OR STEEL DECKING

TERMINATE METAL STUDS AT STRUCTURE ABOVE WITH DEFLECTION TRACK REQUIRED FOR ALL WALL CONDITIONS SCHEDULED.

ANNOTATED/DIMENSIONED FLOOR PLAN

A1 ANNOTATED/DIMENSIONED FLOOR PLAN
1/8" = 1'-0"

Page 70 of 453

Rev	Date	Description
	1/4/2020	REVISED CONSTRUCTION DWGS
03		
	12/18/2020	REVISED CONSTRUCTION DWGS
02		
	10/01/2020	CONSTRUCTION DRAWINGS
01		

Project Number :

M1

MECHANICAL PLAN

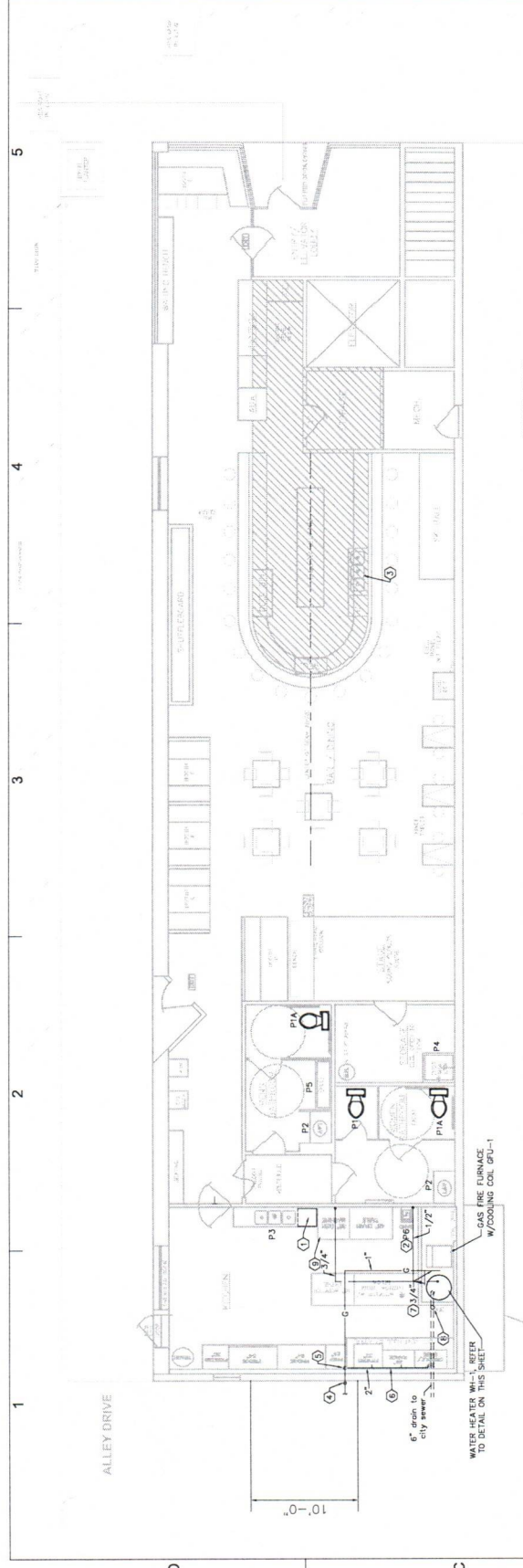


BIDDING CONDITIONS NOTE.

Rev	Date	Description
03	1/6/2020	REVISED CONSTRUCTION DWGS
02	12/1/2020	REVISED CONSTRUCTION DWGS
01	1/06/2020	CONSTRUCTION DRAWINGS

Project Number :

P1
PLUMBING PLAN



HEXAGON NOTES.

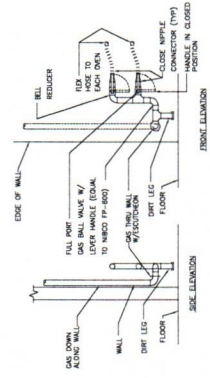
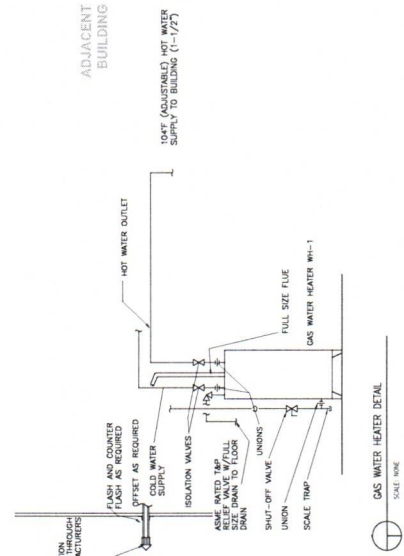
1. UNDER SINK MOUNTED GREASE TRAP EQUAL TO TURN "G77700, 20 GPM FLOW RATE, 40 LB GREASE CAPACITY.
2. PLUMBING CONTRACTOR SHALL EXTEND SEWER AND WATER LINES TO EXISTING SINK BEING REMOVED. THE EXACT REQUIREMENTS SHALL BE FIELD VERIFIED.
3. PLUMBING CONTRACTOR SHALL EXTEND SEWER AND WATER LINES IN COUNTER SPACE TO EXISTING LINE AT EXISTING SINK BEING REMOVED. INSTALL NEW HAND WASH SINK PER CODE. THE EXACT REQUIREMENTS SHALL BE FIELD VERIFIED.
4. EXTEND MED. PRESSURE GAS LINE (GAS PRESSURE AT MAN, VERIFY PRESSURE) TO GAS MAN, REFER TO GAS ENTRY DETAIL THIS SHEET FOR EXACT REQUIREMENTS. PLUMBING CONTRACTOR SHALL VERIFY PRESSURE REGULATOR WAS INSTALLED AT EXISTING ENTRY. PRESSURE REGULATOR SHALL BE SET AT 1/2 MAN PSI TO 8 OZ. INDOOR BUILDING.
5. PLUMBING CONTRACTOR SHALL EXTEND 2" GAS LINE TO KITCHEN EQUIPMENT. INSTALL NORMALLY SIZED ELECTRIC SHUT-OFF VALVE IN LINE. ENTER LOCK WITH HOOD ASIL FIRE ALARM SYSTEM AND FIRE ALARM CONTROL PANEL.
6. 2" GAS HEADER MOUNTED BEHIND KITCHEN EQUIPMENT. REFER TO DETAIL THIS SHEET.
7. PLUMBING CONTRACTOR SHALL INSTALL SHUT-OFF VALVE, SCALE TRAP AND UNION AT CONNECTION TO EACH GAS FIRE EQUIPMENT.
8. PLUMBING CONTRACTOR SHALL CAP/POFF CAST IRON DRAIN LINE LOCATED BELOW NEW SYSTEM. INSTALL NEW 2" FLOOR DRAIN WITH FURNACE, OUTSIDE DRAIN, AND 1/2" FLOOR DRAIN WITH SINK. COORDINATE GAS AND DRAIN REQUIREMENTS WITH ALL CONDITIONS. DRAIN LINE MUST BE NON PVC PER CODE.
9. CHEMICAL DISH WASHER, EXTEND FULL SIZE DRAIN TO NEAREST FLOOR DRAIN. CONNECT NEW HOT WATER DRAIN FROM NEW WATER HEAT.

3

BRADSHAW & ASSOCIATES
CONSULTING MEP ENGINEERS
357 SOUTHWIND CIR.
375) 672-0703
FIRM NUMBER #62
E-MAIL: jrose@bradshawengineer.com
ABILENE, TEXAS 79602

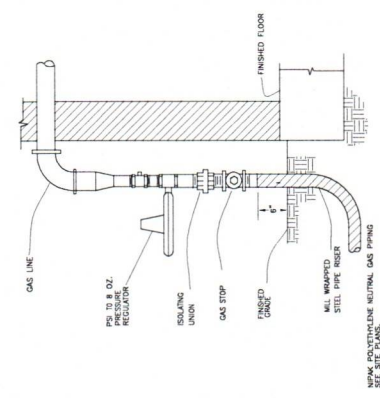
EXISTING CONDITIONS NOTE:

EXISTING CONDITIONS NOTE:
EXISTING WORK, EXISTING CONDITIONS AS INDICATED ON THESE DRAWINGS WERE TAKEN FROM THE OWNER'S RECORD DRAWINGS AND/OR SITE VISITS AND ARE PROVIDED TO THE CONTRACTOR AS AN ADVISORY BASIS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE EXISTING CONDITIONS AND FOR OBTAINING ANY NECESSARY PERMITS, VARIATIONS OF THE EXISTING CONDITIONS FROM THAT INDICATED ON THE DRAWINGS COULD IN ALL PROBABILITY OCCUR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE JOB SITE PRIOR TO THE BID TO MAKE SURE THE EXISTING CONDITIONS ARE AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTRACTOR SHALL ADVISE THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO SUBMITTING HIS BID. AFTER BID AVAL, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE COMPLETE, OPERABLE SYSTEMS AND CONSTRUCTION PER PLANS AND SPECIFICATIONS ALL AT NO ADDITIONAL COST TO THE OWNER OR ARCHITECT/ENGINEER.



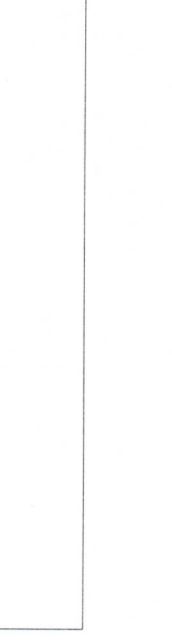
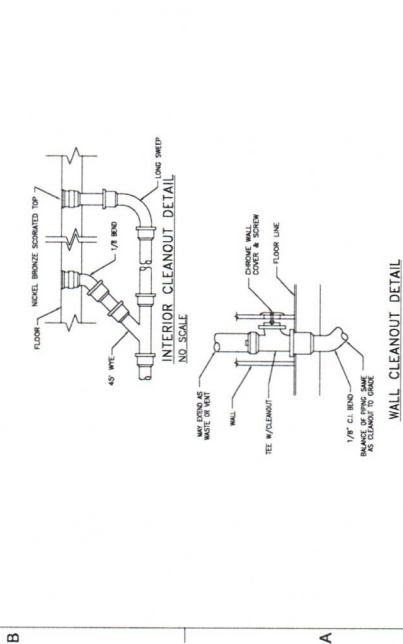
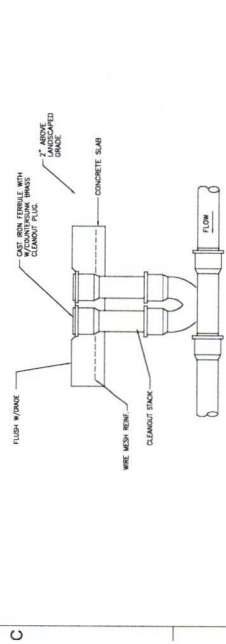
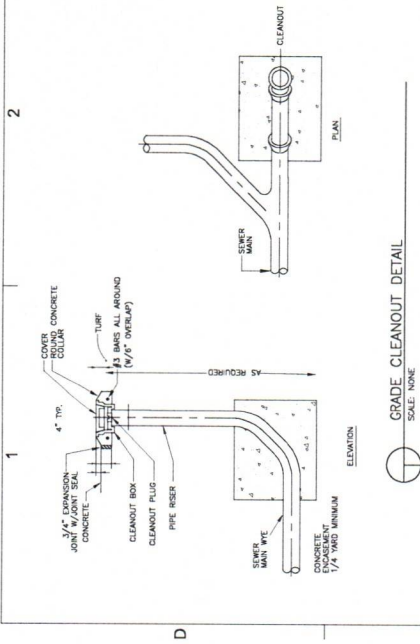
CONTRACTOR SHALL MAKE CONNECTION TO OWENS PER MANUFACTURER'S RECOMMENDATIONS

OVEN G.
NO SCALE



NOTE: COORDINATE METER LOCATION WITH LOCAL UTILITY. MODIFY ENTRANCE REQUIREMENTS WITH METER REQUIREMENTS


GAS ENTRY DETAIL
 SCALE: NONE



- PLUMBING SPECIFICATIONS
1. DISMISHER PIPE MATERIALS, CONNECTIONS TO WATER METERS AND CONNECTIONS BETWEEN TUBES AND UNIFORMS WITH PIPE SHALL BE MADE WITH DELIVERING JOINTS OR LANCES.
 2. PROTECTIVE COATING FOR PIPE AND FITTINGS EXTERIOR SURFACES OF METALLIC PIPE AND FITTINGS, EXCEPT COPPER, THAT ARE INSTALLED UNDERGROUND SHALL BE CHLORAL, PRIMER, AND PAINTED WITH PAINT (AWWA C203).
 3. THE SEALING OF METALLIC JOINTS SHALL BE MADE WITH AN APPROPRIATE SEALANT.
 4. PIPE HANGERS, INSERTS AND SUPPORTS SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. HANGERS SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. HANGERS SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN.
 5. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN.
 6. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN.
 7. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN.
 8. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN.
 9. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN.
 10. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN. VALVES SHALL BE PROVIDED ON EACH END OF EACH PIPE RUN.

PLUMBING FIXTURE SCHEDULE

MARKS	DESCRIPTION	WATER SUPPLY	WASTE	TRIM	ACCESSORIES
P1	WATER CLOSET	1 1/4"	4"	2"	OWNER FURNISHED FLOOR MOUNTED (2)
P1A	WATER CLOSET (ACCESSIBLE)	1 1/4"	4"	2"	OWNER FURNISHED FLOOR MOUNTED (2)
P2	LAVATORY (ACCESSIBLE)	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED (1)(2)(4)
P3	COUNTERTOP SINK	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED (1)(2)
P4	JANITORS SINK	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED
P5	URINAL (HANDCAPPED)	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED ADA HEIGHT (3)(4)
P6	HAND SINK	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED ADA (1)(2)
F00	FLOOR CLEAN OUT	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED ADA (1)(2)
W00	WALL CLEAN OUT	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED ADA (1)(2)
G00	GROUND CLEAN OUT	1/2"	1 1/4"	1 1/4"	OWNER FURNISHED ADA (1)(2)

- NOTES:
1. CONTRACTOR SHALL PROVIDE SINK WITH OFFSET CHROME DRAIN, FLEX RISERS, WALL BRACKETS AND ADA COMPLIANT BOOBS.
 2. WHEEL, HANDLE STOPS, FLEX RISERS, CHROME DRAIN, FLEX RISERS, WALL BRACKETS AND ADA COMPLIANT BOOBS.
 3. MOUNTED AT ADA HEIGHT.
- GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL CODE REQUIREMENTS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE AND ALL APPLICABLE LOCAL CODE REQUIREMENTS.
 3. ALL BRANCH LINES, EQUIPMENT, AND FITTINGS SHALL HAVE SHUT OFF VALVES.
 4. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 5. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 6. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 7. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 8. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 9. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 10. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 11. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.
 12. ALL FINAL PLUMBING FIXTURE LOCATIONS PRIOR TO CONSTRUCTION.

DOMESTIC WATER HEATER SCHEDULE

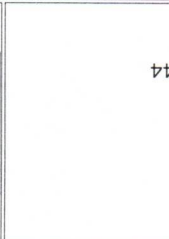
UNIT	STORAGE CAPACITY	BTU/H	100 DEG F RECOVERY	TYPE	ELECTRICAL	EQUAL TO	ACCESSORIES
WH-1	50	140	100,000	116	NAT. GAS	115/1	A.O. SMITH BPT-100

- NOTES:
1. PROVIDE PVC CONCENTRIC PVC INTAKE AND EXHAUST VENTS. ROUTE TO EXTERIOR THROUGH ROOF. ROUTE CONDENSATE DRAIN TO FLOOR DRAIN.
 2. CONTRACTOR SHALL PROVIDE DRAIN PAN BELOW WATER HEATER. WATER HEATER INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES.

BRADSHAW & ASSOCIATES
CONSULTING MAP ENGINEERS
357 SOUTHMOORE DR. ARLINGTON, TEXAS 76010
(817) 427-0303 FAX NUMBER #8133
E-MAIL: jbradshaw@bradshawengr.com

EXISTING CONDITIONS NOTE:
EXISTING WORK, EXISTING CONDITIONS AS INDICATED ON THESE DRAWINGS WERE TAKEN FROM THE
CONTRACTOR'S FIELD SURVEY AND/OR PHOTOGRAPHS AND/OR VIDEOS AND/OR MEASUREMENTS AND/OR
INVESTIGATIONS AND/OR INSPECTIONS AND/OR TESTS AND/OR ANALYSES AND/OR CALCULATIONS AND/OR
GUARANTEES THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR AS AN AID
IN THE DESIGN AND/OR CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE
FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR AS AN AID IN THE DESIGN
AND/OR CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE
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PROVIDED TO THE CONTRACTOR AS AN AID IN THE DESIGN AND/OR CONSTRUCTION OF THE PROJECT.
NO ADDITIONAL COST TO THE OWNER OR ARCHITECT/ENGINEER.

M. BRENT LOBSTEIN ARCHITECT
100 EAST MARKET STREET, LOOKHART, TX 78644
(817) 427-0303
FAX NUMBER #8133
E-MAIL: jbradshaw@bradshawengr.com



NEW BAR & GRILL
100 EAST MARKET STREET, LOOKHART, TX 78644

Rev	Date	Description
01	10/24/2020	CONSTRUCTION DRAWING
02	12/16/2020	REVISED CONSTRUCTION DWG
03	14/02/2020	REVISED CONSTRUCTION DWG

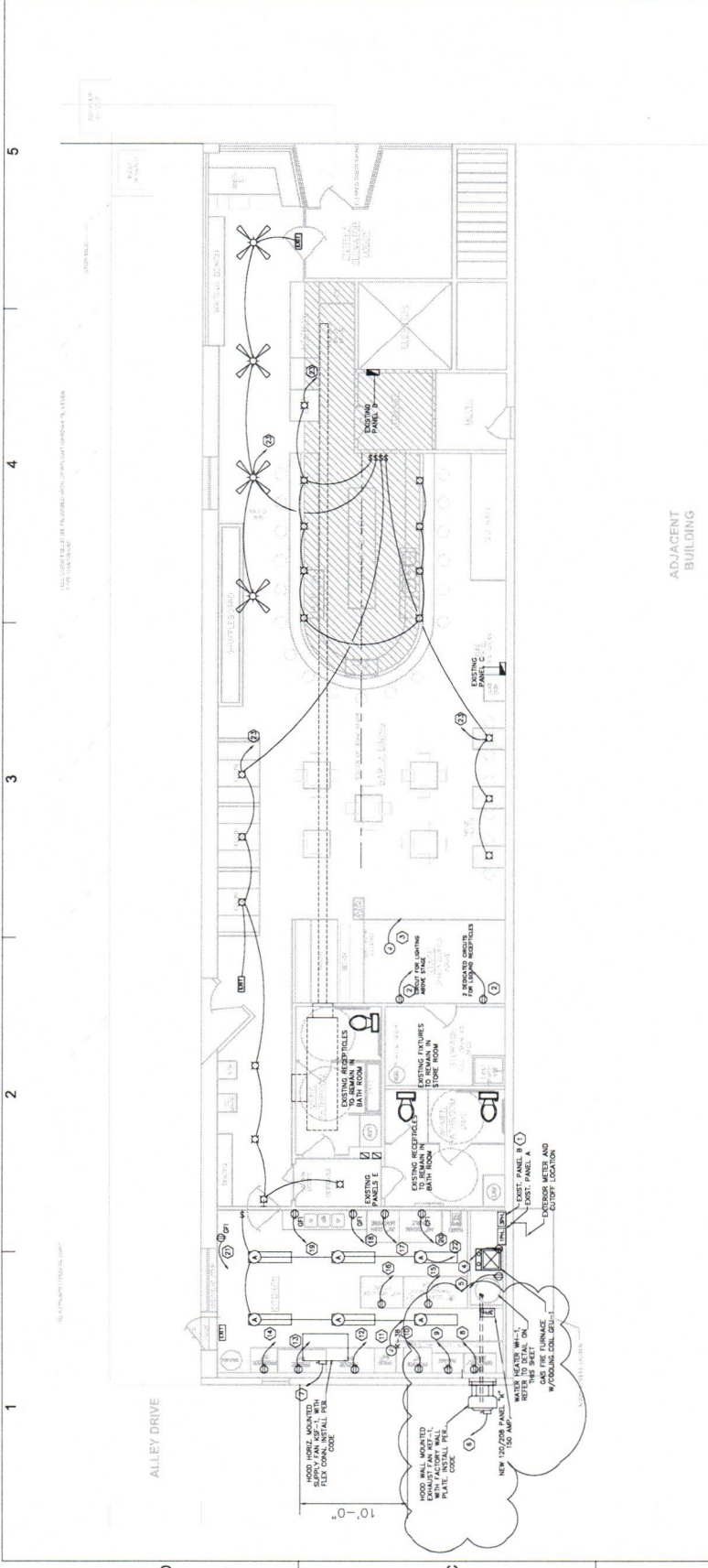
Project Number: P2
PLUMBING PLAN

Rev	Date	Description
03	1/4/2020	REVISID CONSTRUCTION DWGS
02	1/27/8/2020	REVISED CONSTRUCTION DWGS
01	1/06X/2020	CONSTRUCTION DRAWINGS

Project Number : _____

E1

ELECTRICAL PLAN

ADJACENT
BUILDING

- [illegible]

EXISTING CONDITIONS NOTE:

EXISTING CONDITIONS NOTICE

CONTRACTORS ARE ADVISED THAT THESE DRAWINGS WERE TAKEN FROM THE OWNER'S RECORD DRAWINGS AND/OR SITE VIDEOS AND ARE PROVIDED TO THE CONTRACTOR AS AN AID IN ASCERTAINING THE SCOPE OF HIS WORK. NEITHER THE OWNER, THE ENGINEER, NOR THE ARCHITECT WARRANTS THE ACCURACY OF THE INFORMATION SHOWN ON THESE DRAWINGS. ANY CONDITIONS FROM THAT INDICATED ON THE DRAWINGS COULD IN ALL PROBABILITY OCCUR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE JOB SITE PRIOR TO MAKE ANY DECISIONS AS TO THE NECESSITY OF ANY CHANGES TO THE WORK. ANY CHANGES REQUIRED, THE CONTRACTOR SHALL ADVISE THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONSTRUCTION STOPPANS AND FOR PROVIDING COMPLETED, OBTAINABLE, AND CONSTRUCTION STOPPANS AND PERMITS AT NO ADDITIONAL COST TO THE OWNER OR ARCHITECT/ENGINEER.



Green Guild Inc.
428 Trinity St.
Lockhart, TX
78644

July 6, 2021

Old Pal- Texas Tavern
100 East Market St.
Lockhart, TX
78644

<u>Exterior Items Completed:</u>	<u>Cost:</u>
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Seal and stucco all exterior building penetrations	\$ 650.00
Hang Exterior Sign	\$ 1,200.00
 Subtotal =	 \$ 19,800.00
<u>Builders Fee 15%</u>	<u>\$ 2,970.00</u>
TOTAL PAID =	\$ 22,770.00
For exterior work to 100 E. Market. Paid for by OP100E Market LLC.	



COMMERCIAL LEASE AMENDMENT

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AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 100 E Market St - 1st Floor (A), Lockhart, TX 78644-2747

Effective on September 10, 2020, Landlord and Tenant amend the above-referenced lease as follows:

☐ A. Leased Premises: The suite or unit number identified in Paragraph 2A(1) is:

☐ (1) changed to _____.

☐ (2) contains approximately _____ square feet.

☐ B. Term:

☐ (1) The length of the term stated in Paragraph 3A is changed to _____ months and _____ days.

☐ (2) The Commencement Date stated in Paragraph 3A is changed to _____.

☐ (3) The Expiration Date stated in Paragraph 3A is changed to _____.

☐ C. Rent: The amount of the base monthly rent specified in Paragraph 4A is changed to:

\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;

☐ D. Security Deposit: The amount of the security deposit in Paragraph 5 is changed to \$ _____.

☐ E. Maintenance and Repairs: The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

<u>Para. No.</u>	<u>Description</u>	<u>Responsible Party</u>		
_____	_____	☐ N/A	☐ Landlord	☐ Tenant
_____	_____	☐ N/A	☐ Landlord	☐ Tenant
_____	_____	☐ N/A	☐ Landlord	☐ Tenant
_____	_____	☐ N/A	☐ Landlord	☐ Tenant

☐ F. Parking:

☐ (1) Common Parking: The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed to _____ to vehicles.

☐ (2) Restricted Common Parking for Tenants: The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed to _____ vehicles.

(TXR-2114) 1-26-10

Initialed for Identification by Landlord: _____, _____, and Tenant: _____

DS
[Signature]

09/10/20 09/10/20
3:32 PM CDT 4:55 PM CDT
dotloop verified dotloop verified

Page 1 of 2

Amendment to Commercial Lease concerning 100 E Market St - 1st Floor (A), Lockhart, TX 78644-2747

☐ (3) Assigned Parking: Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to _____

☐ (4) Parking Rental: The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to \$ _____.

☒ G. Other: Paragraph(s) 1.1(b), Page 21, Exhibit E & F are changed to read (*cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes*):

- Tenant entity is changed to be: **OP Market 100, LLC.**

- New LLC is still owned, operated & controlled by Guarantors: **Travis Tober & Jim Lee.**

Landlord: Square Bend Group, LLC

By: David Mendoza

DocuSigned by:

By (signature): 

Printed Name: David Mendoza

Title: Landlord / Owner Date: 9/11/2020

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Tenant: OP Market 100, LLC

By: Travis Tober

By (signature): 

Printed Name: Travis Tober

Title: Tenant / Co-Owner Date: _____

By: Jim Lee

By (signature): 

Printed Name: Jim Lee

Title: Tenant / Co-Owner Date: _____

dotloop verified
09/10/20 3:32 PM CDT
3GTD-ITLI-45BV-QCKX

dotloop verified
09/10/20 4:55 PM CDT
CMJQ-VYZF-TSVF-R6L1

EXHIBIT F



COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 100 E Market St - 1st Floor (A), Lockhart, TX 78644-2747

**Square Bend Group, LLC , (Landlord) and
T & B Beverage Mgmt., LLC (Tenant).**

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:
This Guaranty is in effect and good for 2 years beginning at the Executing Date of the Master Lease.

Guarantor:

Signature: Travis Tober dotloop verified
08/24/20 7:44 PM CDT
DD13-3NET-QUWU-CA30

Printed Name: Travis Tober

Address: _____

Phone: _____ Fax: _____

SS# or Tax ID#: _____ Date: _____

Witness: _____

Guarantor:

Signature: James Lee dotloop verified
08/24/20 11:24 AM CDT
TDHQ-80EI-YTPR-3T8T

Printed Name: Jim Lee

Address: _____

Phone: _____ Fax: _____

SS# or Tax ID#: _____ Date: _____

Witness: _____

(TXR-2109) 1-26-10

NW Coldwell Banker United REALTORS Austin Region - Northwest, 9442 N Capital of Texas Hwy, Plaza 1-625 Austin TX
Rob Hinton

Phone: 5129243960

Fax: 5123438945

Page 1 of 1

100 E Market St -

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss schedule of meetings in 2022 for Redistricting as required at the beginning of each decade to determine if, based on the new population figures provided by the US Census, the City of Lockhart's single-member voting districts continue to conform to the U.S. Constitution's one-person, one-vote requirement.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

On May 4, 2021, the City Council approved an agreement with Bickerstaff, Heath, Delgado & Acosta to provide legal services for all aspects associated with the redistricting process. Syd Falk of Bickerstaff's office states that Lockhart will begin the process in February 2022.

Staff is seeking direction from Council about proposed meeting dates in February, March and April 2022 to carry out the required redistricting tasks.

Four special meetings for single-member district drawing sessions are tentatively scheduled (February 8, February 22, March 8 and March 29), yet the Council might only meet 1 or 2 times for drawing sessions. Mr. Falk will be present at all meetings involving redistricting and he recommends a set meeting schedule to book the firm's Tech drawing crew to ensure their participation in the meetings.

Attached is a calendar that outlines the proposed meeting dates that involve redistricting. Also attached are Quick Facts from the U.S. Census Bureau that indicate the City of Lockhart's 2020 population is 14,379. Lockhart's population in 2010 was 12,698.

Council and staff will receive data and redistricting stats approximately one week before the February 1 initial assessment meeting. The deadline to adopt City of Lockhart's redistricting plan is July 2022. The city's next Election is on November 8, 2022 with a candidate filing period beginning on July 23, 2022.

PROJECT SCHEDULE (if applicable): February 1, 2022 - Redistricting process begins

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: May 4, 2021 - Council approved Agreement with Bickerstaff's office for legal services for Redistricting.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Redistricting tentative meeting schedule , Lockhart, TX - U.S. Census Bureau Quick Facts

February 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>Council—Reg Mtg Redistricting—initial assessment</i>	2	3	4	5
6	7	8 <i>6:30 p.m. Council— Special Mtg Redistricting—1st drawing session</i>	9	10	11	12
13	14	15 <i>Council—Reg Mtg</i>	16	17	18	19
20	21 <i>HOLIDAY</i>	22 <i>6:30 p.m. Council— Reg Mtg Redistricting—2nd drawing session, if necessary</i>	23	24	25	26
27	28					

March 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>Council—Reg Mtg</i>	2	3	4	5
6	7	8 <i>6:30 p.m. Council— Special Mtg Redistricting—3rd drawing session, if necessary</i>	9	10	11	12
13	14	15 <i>Council—Reg Mtg Redistricting—Public Hearing</i>	16	17	18	19
20	21	22	23	24	25	26
27	28	29 <i>6:30 p.m. Council— Special Mtg Redistricting—4th drawing, if necessary</i>	30	31		

April 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 <i>Council—Reg Mtg Redistricting - Adoption</i>	6	7	8	9
10	11	12	13	14	15 <i>HOLIDAY</i>	16
17	18	19 <i>Council—Reg Mtg</i>	20	21	22	23
24	25	26	27	28	29	30

QuickFacts

Lockhart city, Texas; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

All Topics ▼	Lockhart city, Texas	United States
Population estimates, July 1, 2019, (V2019)	14,133	328,239,523
 PEOPLE		
Population		
Population estimates, July 1, 2019, (V2019)	14,133	328,239,523
Population estimates base, April 1, 2010, (V2019)	12,690	308,758,105
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	11.4%	6.3%
Population, Census, April 1, 2020	14,379	331,449,281
Population, Census, April 1, 2010	12,698	308,745,538
Age and Sex		
Persons under 5 years, percent	▲ 3.7%	▲ 6.0%
Persons under 18 years, percent	▲ 21.4%	▲ 22.3%
Persons 65 years and over, percent	▲ 15.4%	▲ 16.5%
Female persons, percent	▲ 54.2%	▲ 50.8%
Race and Hispanic Origin		
White alone, percent	▲ 79.3%	▲ 76.3%
Black or African American alone, percent (a)	▲ 7.6%	▲ 13.4%
American Indian and Alaska Native alone, percent (a)	▲ 0.9%	▲ 1.3%
Asian alone, percent (a)	▲ 2.9%	▲ 5.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%	▲ 0.2%
Two or More Races, percent	▲ 1.1%	▲ 2.8%
Hispanic or Latino, percent (b)	▲ 53.3%	▲ 18.5%
White alone, not Hispanic or Latino, percent	▲ 36.1%	▲ 60.1%
Population Characteristics		
Veterans, 2015-2019	615	18,230,322
Foreign born persons, percent, 2015-2019	7.5%	13.6%
Housing		
Housing units, July 1, 2019, (V2019)	X	139,684,244
Owner-occupied housing unit rate, 2015-2019	60.6%	64.0%
Median value of owner-occupied housing units, 2015-2019	\$141,000	\$217,500
Median selected monthly owner costs -with a mortgage, 2015-2019	\$1,387	\$1,595
Median selected monthly owner costs -without a mortgage, 2015-2019	\$560	\$500
Median gross rent, 2015-2019	\$977	\$1,062
Building permits, 2020	X	1,471,141
Families & Living Arrangements		
Households, 2015-2019	4,275	120,756,048
Persons per household, 2015-2019	2.81	2.62
Living in same house 1 year ago, percent of persons age 1 year+, 2015-2019	85.2%	85.8%
Language other than English spoken at home, percent of persons age 5 years+, 2015-2019	34.8%	21.6%
Computer and Internet Use		
Households with a computer, percent, 2015-2019	88.2%	90.3%
Households with a broadband Internet subscription, percent, 2015-2019	71.7%	82.7%
Education		
High school graduate or higher, percent of persons age 25 years+, 2015-2019	79.6%	88.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019	15.2%	32.1%
Health		
With a disability, under age 65 years, percent, 2015-2019	11.2%	8.6%
Persons without health insurance, under age 65 years, percent	▲ 22.7%	▲ 10.2%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2015-2019	52.8%	63.0%
In civilian labor force, female, percent of population age 16 years+, 2015-2019	44.7%	58.3%

Total accommodation and food services sales, 2012 (\$1,000) (c)	27,701	708,138,598
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	D	2,040,441,203
Total manufacturers shipments, 2012 (\$1,000) (c)	126,996	5,696,729,632
Total retail sales, 2012 (\$1,000) (c)	152,660	4,219,821,871
Total retail sales per capita, 2012 (c)	\$11,822	\$13,443

Transportation

Mean travel time to work (minutes), workers age 16 years+, 2015-2019	30.2	26.9
--	------	------

Income & Poverty

Median household income (in 2019 dollars), 2015-2019	\$55,644	\$62,843
Per capita income in past 12 months (in 2019 dollars), 2015-2019	\$23,346	\$34,103
Persons in poverty, percent	▲ 14.6%	▲ 11.4%



BUSINESSES

Businesses

Total employer establishments, 2019	X	7,959,103
Total employment, 2019	X	132,989,428
Total annual payroll, 2019 (\$1,000)	X	7,428,553,593
Total employment, percent change, 2018-2019	X	1.6%
Total nonemployer establishments, 2018	X	26,485,532
All firms, 2012	827	27,626,360
Men-owned firms, 2012	438	14,844,597
Women-owned firms, 2012	325	9,878,397
Minority-owned firms, 2012	324	7,952,386
Nonminority-owned firms, 2012	462	18,987,918
Veteran-owned firms, 2012	57	2,521,682
Nonveteran-owned firms, 2012	726	24,070,685



GEOGRAPHY

Geography

Population per square mile, 2010	815.3	87.4
Land area in square miles, 2010	15.57	3,531,905.43
FIPS Code	4843240	1

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss Resolution 2021-22 approving an economic development performance agreement between the Lockhart Economic Development Corporation and Blackjack II, LLC. to authorize the Lockhart Economic Development Corporation to provide a grant of up to \$200,000 to Blackjack II, LLC for reimbursement of water and wastewater utilities construction.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Project Iron Ore is an expansion of Iron Ox in Lockhart. Iron Ox recently received \$53 million in series B funding and is looking towards its next expansion. This new expansion would encompass more than 1 million square feet on 85 acres. This is on top of the 535,000 SF on the 25 acres on Reed Drive currently under construction.

The attached economic development performance agreement states that the company will receive a rebate of up to \$200,000 of LEDC funds for the installation of water and wastewater lines to the property. This rebate is due to the company only after those utilities have been installed.

To receive the rebate, Iron Ox must close on the land, construct the utilities, pay for them, and begin construction on the land for its new facility.

The construction of these utilities will serve more than Iron Ox as that part of town will continue to experience growth in the future providing a public service in that area.

LEDC Board unanimously passed the attached Performance agreement.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: 200000

Account Number: 800-5199-704

Funds Available: 350000

Account Name: Economic Development

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: LEDC Board of Directors unanimously passed Resolution 2021-07 at its regular board meeting on November 8, 2021.

STAFF RECOMMENDATION/REQUESTED MOTION: Move to pass Resolution 2021-22 approving an economic development performance agreement between the Lockhart Economic Development Corporation and Blackjack II, LLC. to authorize the Lockhart Economic Development Corporation to provide a grant of up to \$200,000 to Blackjack II, LLC for reimbursement of water and wastewater utilities construction.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2021-22 Iron Ox, Iron Ox LEDC Performance Agreement Final, Iron Ox EDPA Res, LEDC Draft Minutes 11.8.21

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND BLACKJACK II, LLC TO AUTHORIZE THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE A GRANT OF UP TO \$200,000 TO BLACKJACK II, LLC FOR REIMBURSEMENT OF WATER AND WASTEWATER UTILITIES CONSTRUCTION.

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, Blackjack II, LLC will engage in a project whereby it will make a capital investment of \$120,000,000 in order to construct a facility in the Lockhart area, including utility extensions, and to bring primary jobs to the City of Lockhart, all as more fully described in the EDPA; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, the LEDC will provide Blackjack II, LLC with a grant of up to \$200,000 to reimburse Blackjack II, LLC for the cost of utility extension to the facility.

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

1. Recitals: The foregoing recitals are adopted and incorporated herein for all purposes.
2. Approval of the EDPA: The Board of Directors of the LEDC hereby approves the EDPA between the LEDC and Blackjack II, LLC, a copy of which Amendment is attached hereto as Exhibit "A," which is incorporated herein for all purposes.

Approved and adopted on this, the 16th day of November 2021.

CITY COUNCIL OF LOCKHART, TEXAS

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, City Attorney

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation, and Blackjack II, LLC. ("Iron Ox") a Delaware limited liability company.

RECITALS

WHEREAS, Blackjack II, LLC. desires to construct a facility and conduct business operations in the City of Lockhart, Texas ("City") and to participate in the Economic Development Program established in this Agreement; and

WHEREAS, LEDC desires to establish this Economic Development Program and to offer incentives to Iron Ox to locate such business in the City; and

WHEREAS, the LEDC is authorized to promote state and local economic development and to stimulate business and commercial activity within the City, and LEDC has determined that substantial economic benefits, including the bringing of new primary jobs to the City, an increase in the City's tax rolls, and the creation of new opportunities for local employment, will accrue to the City and the surrounding area, if such business is successfully developed on such property; and

WHEREAS, LEDC and Iron Ox desire to enter into this Agreement in order to comply with Sec. 501.158, Texas Local Government Code, which requires an economic development corporation, in order to offer incentives or make expenditures on behalf of a business enterprise under a project, to enter into a performance agreement that addresses a schedule of jobs created or retained, capital investment to be made, direct incentives provided, and the terms under which repayment shall be made in the event a business enterprise does not meet the requirements specified in the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Iron Ox agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Definitions

- (a) "Building" or "Facility" shall mean the building to be constructed by Iron Ox on the Property and in which it will operate its business.

(b) “Effective Date” shall mean the date that both parties have executed this Agreement.

(c) “Full Time Equivalent Job” (“FTE Job”) shall mean a permanent, full time equivalent employment position that meets the definition of a “Primary Job” pursuant to Sec. 501.002(12), Texas Local Government Code. Two part-time jobs, but no more than two, may be counted as one FTE Job for the purposes of this Agreement.

(d) “Property” shall mean 85 acres, more or less, described as A020 NEILL, JOHN A., ACRES 85.0 (the address of which is 3249 FM 1322., Lockhart, Texas 78644) in Caldwell County, Texas.

Section 3: Term

The term of this Agreement shall be ten (10) years, commencing on the effective date of this Agreement, and terminating at midnight on the day immediately preceding the tenth anniversary of the effective date.

Section 4. Iron Ox Requirements

In consideration of the financial incentives described and offered by LEDC pursuant to this Agreement, Iron Ox agrees:

- (a) Request annexation into the City of Lockhart.
- (b) To, directly and/or through one or more of its affiliates, make a capital investment of one-hundred twenty million dollars (\$120,000,000.00) in the Project.
- (c) To cause the Facility to be constructed and to notify LEDC in writing when it has received a Certificate of Occupancy from the City of Lockhart for the Facility, and specifying the date that IRON OX and/or one or more of its affiliates will move into the Facility and begin operation therein.
- (d) To move into the Facility and/or cause one or more of its affiliates to move into the Facility and commence operations by June 30, 2023.
- (e) Other than due to a Business Interruption Exception, to create and fill and/or cause the creation and filling of at least twenty-eight (28) Full Time Equivalent Jobs positions at the Facility at following rate:
 - By Year Ending 2023: a total of 20 FTE jobs positions
 - By Year Ending 2024: a total of 25 FTE jobs positions
 - By Year Ending 2025: a total of 28 FTE jobs positions.(Such persons may work in shifts and may not all be at the Facility at the same time)
- (f) To continue business operations at the Facility (or at such other location in the City approved by the LEDC) throughout the term of this Agreement.
- (g) To maintain at least twenty-eight (28) Full Time Equivalent Jobs starting January 1, 2024 throughout the remainder of this Agreement.

- (h) To keep current (after notice and thirty (30) days' opportunity to cure) in the payment of taxes owed by IRON OX to any taxing jurisdiction having jurisdiction in connection with its operations in Lockhart.
- (i) To provide payroll records to LEDC annually showing compliance with Section 4(e) as well as Employment and Payroll Certification during the term of this Agreement.
- (j) To meet all requirements of this Agreement and to comply with all applicable City of Lockhart ordinances, state and federal law, and related requirements during the term of this Agreement.

Section 5. LEDC Requirements

In consideration of IRON OX's agreement to locate its business within the City and to perform the other acts described herein, LEDC agrees it will provide IRON OX a grant, not to exceed, of Two-hundred thousand dollars (\$200,000.00) for construction of the water and wastewater lines extended to the property, to be paid to IRON OX no later than thirty (30) days following LEDC's receipt of satisfactory written documentation of IRON OX's satisfactory completion of the utility extensions.

Section 6. Recapture/Termination

- (a) In the event that IRON OX and/or one or more of its affiliates begins operating its business, but subsequently discontinues operating its business in Lockhart for any reason except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the IRON OX illegal or economically untenable, or other event beyond the reasonable control of IRON OX (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the term of this Agreement, then in such event IRON OX shall be required to repay to LEDC any and all monies expended by the LEDC under Section 5 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period. The burden shall be upon IRON OX to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event that following the occurrence of a Business Interruption Exception which may reasonably be cured within one (1) year of the cessation of business operations, then should IRON OX fail to resume business operations within one (1) year of the date of discontinuance of operations, IRON OX shall be required to repay LEDC any monies expended by the LEDC under Section 5 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period.
- (b) In the event that IRON OX allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest (after notice and thirty (30) days' opportunity to cure), IRON OX shall be required to repay LEDC any monies

expended by the LEDC under Section 5 of this Agreement within thirty (30) days of written demand therefore following such event.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorney's Fees

(a) In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator agreed to by the parties. LEDC and IRON OX expressly waive any statutory or other legal requirements that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.

(b) In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement, when executed, contains the entire agreement between the LEDC and Iron Ox with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and Iron Ox.

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by Iron Ox without the written consent of LEDC. In the event of such assignment or in the event of legal succession of Iron Ox interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Iron Ox, Inc.:

Blackjack II, LLC.
Attn: Tom Constantino
955 Terminal Way
San Carlos, CA 94070

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

In the event that 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 hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

LEDC and Iron Ox agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steve Lewis, President

ATTEST:

Michael Kamerlander, LEDC Secretary

Blackjack II, LLC. :

Tom Constantino, CFO

RESOLUTION NO. 2021-07

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND BLACKJACK II, LLC TO AUTHORIZE THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE A GRANT OF UP TO \$200,000 TO BLACKJACK II, LLC FOR REIMBURSEMENT OF WATER AND WASTEWATER UTILITIES CONSTRUCTION.

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, Blackjack II, LLC will engage in a project whereby it will make a capital investment of \$120,000,000 in order to construct a facility in the Lockhart area, including utility extensions, and to bring primary jobs to the City of Lockhart, all as more fully described in the EDPA; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, the LEDC will provide Blackjack II, LLC with a grant of up to \$200,000 to reimburse Blackjack II, LLC for the cost of utility extension to the facility.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. Recitals: The foregoing recitals are adopted and incorporated herein for all purposes.
2. Approval of the EDPA: The Board of Directors of the LEDC hereby approves the EDPA between the LEDC and Blackjack II, LLC, a copy of which Amendment is attached hereto as Exhibit "A," which is incorporated herein for all purposes.

Approved and adopted on this, the 8th day of November 2021.

Lockhart Economic Development Corporation



Alan Fielder, Board Chairman

Attest:

Approved as to form:



Michael Kamerlander, Board Secretary



Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, NOVEMBER 8, 2021
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Frank Estrada; Sally Daniel

Board Members Absent: Doug Foster

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:03 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding Project Iron Ore for a performance agreement with Blackjack II, LLC. pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:04 PM and Closed at 6:05 PM

2.2 Hold a public hearing regarding a performance agreement with Old Pal Bar for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:05 PM and Closed at 6:06 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the October 4, 2021 meeting.

No Discussion.

Motion to approve the minutes from the October 4, 2021 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.2 Discussion and/or action regarding sales tax and financial statements for September and October 2021.

Fiscal year-end close is being finalized and will be reported at the next meeting

Motion to approve the September and October 2021 financial statements.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.3 Discussion and/or action regarding LEDC Resolution 2021-06 for an economic development performance agreement with Old Pal Bar for a Big Grant.

Motion to approve LEDC Resolution 2021-06.

Motion: Frank Estrada

Second: Sally Daniel

Vote: 5 of 5

4.4 Discussion and/or action regarding LEDC Resolution 2021-07 for an economic development performance agreement with Blackjack II, LLC.

A question regarding the length of utility extension was brought up and they are both well under a mile. Greg Zenghi from Iron Ox gave a brief overview of the location and plans for the new location.

Motion to approve LEDC Resolution 2021-07.

Motion: Alfredo Muñoz

Second: Frank Estrada

Vote: 5 of 5

4.5 Discussion and/or action regarding a property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

5. Executive Session – No executive session held

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Hyperion
- Iron Ore
- Porterhouse

6. Board Action from Executive Session

None

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Morales gave an update on the LEDC Staff activities for October 2021.

ADJOURN

Motion to Adjourn.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

LEDC Board of Directors Adjourned at 6:49 PM.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)
MINUTES

Monday, November 8, 2021 - 6:00 P.M.

Page 2 of 3

Minutes approved this the _____ day of _____, 2021.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss purchase and sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Attached is a land purchase agreement with Titan Development out of Albuquerque, NM. Titan Development is one of the Southwest's largest and most active real estate development and investment firms. Titan offers real estate services for a variety of asset classes to take projects from inception to completion, as well as an in-house private equity fund management platform to better respond to their investor's needs.

Titan Development expanded into other strategic and high growth markets including Texas, Arizona, Colorado, and Florida. Over the past 22 years, Titan Development has established a proven track record across a diversified class of real estate investments including: multifamily, senior living, office, industrial, retail, and single-family lots.

Since its inception, the firm has completed over \$2.4B in real estate development by the partners with \$375.5M of assets under management, and over 15.5M square feet of developed real estate.

Notable Central Texas Titan developments: Hutto, Schertz, New Braunfels, Selma, and Georgetown. Titan has recently developed over 1 million SF in those cities over the past 5 years.

Other items of note:

1. Site: Block A, Lot 2 (13.6 acres) (See Map)
2. Purchase Price: \$2.75/SF
3. Earnest Money: \$50,000. \$25,000 goes hard after 6 months and the remaining \$25,000 goes hard after 9 months.
4. Due Diligence Period: Titan shall have 12 months to complete its Due Diligence related to the site.
5. Exclusivity: Titan shall have the exclusive right to market the site during the Due Diligence Period. Titan will be hiring a broker.
6. Site Delivery: Site shall be delivered with all wet and dry utilities (less communication) and road infrastructure (Cahill Road) by LEDC. LEDC is already doing this.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

7. Development Agreement: Upon closing on the land, Titan will enter into a Development Agreement with the City of Lockhart that will outline responsibilities of both parties and will include a timeline to start construction.

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: LEDC Board of Directors unanimously voted in favor of executing the contract as presented.

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

LIST OF SUPPORTING DOCUMENTS: Titan PSA, LEDC Draft Minutes 11.8.21

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is entered into by and between LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation (“Seller”), and TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its permitted successors or assigns (“Buyer”), Seller and Buyer are sometimes referred to herein each individually as a “Party” and collectively as the “Parties”.

RECITALS:

Seller is the owner of certain unimproved real property described below. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, such real property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I GENERAL INFORMATION

The following general information is used throughout this Agreement:

- | | | |
|-----|-----------------|---|
| 1.1 | Buyer’s Tax ID: | 87-0707883 |
| 1.2 | Title Company: | Chicago Title
Attn: Robert P. Jordan
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com |
| 1.3 | Effective Date: | The date the Title Company acknowledges receipt of counterparts of this Agreement executed by both Buyer and Seller, which date will be set forth on the Joinder of Title Company which follows the signatures of Seller and Buyer below. |
| 1.4 | Property: | That certain real property containing 13.615 acres known as Block A, Lot 2 of the Lockhart Industrial Park III, being located near the intersection of San Antonio, St. and SH 130, Lockhart, Texas described with further particularity in Exhibit “A” attached hereto and made a part hereof. |

- 1.5 Purchase Price: Approximately One Million Six Hundred Twenty-Nine Thousand One Hundred Forty-Four and 00/100ths Dollars (\$1,629,144.00), which shall be adjusted at \$2.75 per square foot upon confirmation of the Property's square footage pursuant to the Survey (defined below).
- 1.6 Earnest Money: Fifty Thousand and 00/100ths Dollars (\$50,000.00) to be deposited within three (3) business days of the Effective Date, and to be applied as set forth in Section 4.1 below.
- 1.7 Feasibility Period: The time period beginning on the latter of (1) the Effective Date, or (2) receipt of all Property Documents (as defined below) and ending Three Hundred Sixty-Five (365) days after such date.
- 1.8 Closing Date: Thirty (30) days after expiration of the Feasibility Period.
- 1.9 Place of Closing: At the office of the Title Company, in San Antonio, Texas. There shall be no requirement that Seller and Buyer physically attend the Closing, and all funds and documents to be delivered at the Closing may be delivered to Title Company unless the Parties hereto mutually agree otherwise.
- 1.10 Broker: Seller's: None
Buyer's: None
- 1.11 Commission: None
- 1.12 Seller Notice: Lockhart Economic Development Corporation
Attn: _____

Telephone: _____
Email: _____
- With a copy to: _____
Attn: _____

Telephone: _____
Email: _____

1.13 Buyer Notice: Titan Property Management, LLC
Attn: Joe Iannacone
4903 Woodrow Ave., Bldg. A
Austin, Texas 78756
Telephone: 512-720-7200
Email: jiannacone@titan-development.com

With a copy to: Christopher M. Pacheco
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico 87120
Telephone: 505-998-0163
Email: cpacheco@titan-development.com

ARTICLE II DEFINITIONS

The terms defined in Article I, this Article II and elsewhere in this Agreement, whenever capitalized, will have the meanings so defined whenever such terms are used in this Agreement, unless the context clearly indicates a different meaning:

2.1 “Agreement”. This instrument, together with all exhibits hereto.

2.2 “Closing”. The consummation of the transaction contemplated by this Agreement, including the transfer of the Property to Buyer and receipt of the Purchase Price by Seller.

2.3 “Current Funds”. Wire transfer of current federal funds in accordance with wiring instructions to be provided by the Title Company, or such other forms of immediately available funds as may be acceptable to Seller.

2.4 “Deed”. The Special Warranty Deed to be delivered to Buyer at Closing, in the form attached hereto as Exhibit “B” and made a part hereof.

2.5 “Earnest Money”. The funds as specified in Section 1.6 above to be paid by Buyer to Title Company in accordance with Section 4.1 upon Buyer’s and Seller’s execution of this Agreement.

2.6 “Effective Date”. is as specified in Section 1.3 above and as set forth in the Joinder Agreement herein.

2.9 “Permitted Exceptions”. Those matters subject to which title to the Property will be conveyed to Buyer in accordance with Section 6.2 hereof.

2.11 “Property”. The real property to be conveyed to Buyer pursuant to this Agreement as approximately described in Exhibit “A” hereto; any utility capacities, licenses, permits, approvals, authorizations, entitlements and other intangibles owned by Seller, if any, and situated on or associated with the real property (including, without limitation, any right to refunds, rebates or concessions from governmental authorities associated with the real or personal property); all

easements and rights-of-way, if any, benefiting the Property and all rights and appurtenances, if any, pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way or adjacent strips or gores, and all development and air rights, riparian and other water access rights, mineral rights, sewer rights and all other rights belonging or pertaining thereto, if any. Seller

2.12 “Purchase Price”. The sum specified in Section 15. above, payable in the manner set forth in Sections 4.1 and 4.2 hereof.

2.14 “Survey”. A new ALTA Survey prepared by a surveyor reasonable acceptable to Buyer, which shall be delivered by Seller, at its sole cost and expense, to Buyer and Title Company in accordance with Section 6.2, showing the improvements in place as of the date of the Survey.

2.15 “Title Commitment”. The commitment for an Owner’s Title Insurance Policy in the form prescribed by the Texas Department of Insurance, to be issued to Buyer, at Seller’s expense, in accordance with Section 6.1 hereof.

2.16 “Title Documents”. True and legible copies of the documents listed in the Title Commitment as affecting the title to the Property.

2.17 “Title Policy”. A TX-T1 Owner’s Policy of Title Insurance (1-3-2014), to be issued to Buyer in the full amount of the Purchase Price, in accordance with Section 8.3 hereof.

2.18 “Hazardous Substances”. Any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde, polychlorinated biphenyls and radon gas and any chemicals, materials or substances defined as or included in the definitions of “hazardous substances,” “hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “bio-hazard,” “biological waste,” “medical waste” or words of similar import, under any applicable federal, state or local environmental, safety or health laws, ordinances, rules of common law, regulations or directives.

ARTICLE III AGREEMENT OF PURCHASE AND SALE

3.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller’s right, title and interest in and to the Property. The Title Company shall act as the escrow agent for this transaction and Seller and Buyer agree to enter into any standard escrow agreement or escrow instructions required by the Title Company that are not inconsistent with the provisions of this Agreement.

ARTICLE IV CONSIDERATION

4.1 Earnest Money Deposits. Within three (3) business days after the Effective Date, and as a condition precedent to Seller’s obligations under this Agreement, Buyer will deliver the Earnest

Money to Title Company, in Current Funds, to be held in escrow pursuant to the terms and conditions of this Agreement. Buyer has the unilateral right to direct the return of the Earnest Money upon any termination of this Agreement by Buyer prior to One Hundred Eighty (180) days after the Effective Date in which event all Earnest Money shall be refunded immediately to Buyer after Buyer's delivery of notice of termination to the Title Company. Except in the event of an uncured default by Seller, or as otherwise set forth herein, if the Agreement is not terminated by Buyer prior to 180 days from the Effective Date, Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) of the Earnest Money shall immediately become non-refundable thereafter but shall be applicable to the Purchase Price at Closing. Except in the event of an uncured default by Seller, or as otherwise set forth herein, if the Agreement is not terminated by Buyer prior to Two Hundred Seventy (270) days from the Effective Date, the remainder of the Earnest Money shall immediately become non-refundable thereafter but shall be applicable to the Purchase Price at Closing.

The Earnest Money will be held by the Title Company in an FDIC insured interest bearing account under Buyer's taxpayer identification number until disbursed in accordance with this Agreement. In the event that Buyer fails to timely deliver the Earnest Money to the Title Company, this Agreement shall be voidable at Seller's option upon written notice to the Title Company and Buyer at any time before the Earnest Money is deposited.

4.2 Payment of Purchase Price. The balance of the Purchase Price, subject to adjustments and prorations as provided herein, will be paid to Seller, through escrow with the Title Company, at Closing in Current Funds.

4.3 Independent Consideration. One Hundred and No/100 Dollars (\$100.00) of the Earnest Money (the "Independent Contract Consideration") has been bargained for and is as consideration for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is (i) independent of any other consideration or payment provided for in this Agreement, (ii) wholly earned by Seller upon Seller's execution of this Agreement, and (iii) not refundable and shall be retained by Seller except in the case of a default by Seller and the termination of this Agreement by Buyer. If and when the transaction closes, but not otherwise, the Independent Contract Consideration will be credited towards the Purchase Price at Closing.

ARTICLE V CONDITIONS TO CLOSING

5.1 General Conditions.

(a) Seller's obligation to sell the Property to Buyer at the Closing is subject to and conditioned upon (i) Buyer not being in material default under this Agreement beyond any applicable notice and cure periods; and (ii) the delivery by Buyer of the items set forth in Section 8.2(b) on or before the Closing Date, or the written waiver of any such conditions in accordance with the terms of this Agreement.

(b) Buyer's obligation to purchase the Property from Seller at the Closing is subject to and conditioned upon (i) completion by Seller of utilities (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but excluding

communications) and completion of the road known as Cahill Street all in accordance with Section 7.3(j) below, (ii) Seller not being in material default under this Agreement beyond any applicable notice and cure periods; (iii) the delivery by Seller of the items set forth in Section 8.2(a) on or before the Closing Date, (iv) there existing no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Seller or the Property that would materially and adversely affect the operation or value of the Property or Seller's ability to perform its obligations under this contract, (v) there being no material adverse change to the Property from and after the expiration of the Feasibility Period, and (vi) the Property being vacant with no parties or tenants in possession and no binding lease agreements in effect with respect to the Property, or the waiver of any such conditions in accordance with the terms of this Agreement. If any condition to Buyer's obligation to proceed with the closing hereunder has not been satisfied as of closing, Buyer may, in its sole discretion, (x) terminate this contract by delivering written notice to Seller on or before Closing, and upon such termination, all of the Earnest Money, less the Independent Contract Consideration, shall be returned to Buyer, (y) elect to extend the closing until such condition is satisfied, provided, Buyer can elect to terminate this Agreement pursuant to subparagraph (x) of this paragraph at any time prior to the satisfaction of such condition, or (z) elect to consummate the transaction, notwithstanding the non-satisfaction of such condition, in which event Buyer shall be deemed to have waived any such condition. Notwithstanding the foregoing, the failure of a condition due to the breach by Seller shall not relieve Seller from any liability it would otherwise have under this Agreement. The conditions set forth in this Section 5.1(b) are for the benefit of Buyer and may be waived only by Buyer.

ARTICLE VI DELIVERIES AND INSPECTIONS

6.1 Seller's Deliveries. Seller shall deliver to Buyer copies of the following items within Seller's possession or control, if any (collectively the "Property Documents"), within seven (7) days after the Effective Date:

- a. Existing title policies for the Property;
- b. Any existing surveys of the Property;
- c. Building and use restrictions or declarations of easements, covenants, and restrictions applicable to any portion of the Property, specifically any architectural or design restrictions, or any other restriction as it pertains to design and development of the Property;
- d. Public or private utility easements, access agreements, special assessment arrangements, tap-in or connection fee agreements or procedures relating to the Property;
- e. Existing soils or boring reports, Phase I or other environmental studies, hydrological studies, engineering studies, physical condition or property condition reports, percolation tests or data, septic permits or other permits issued by any governmental authority in connection with the development of the Property;

- f. Any FEMA documentation, zoning documentation of the Property;
- g. Current tax bills; and
- h. Notices of any action or proceeding pending or, to Seller's knowledge, threatened against Seller or relating to the Property, including, without limitation, any condemnation or bankruptcy proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

Seller shall have an ongoing obligation during the pendency of this Agreement to provide Buyer with any document described above and coming into Seller's possession or produced by Seller after the delivery of the Property Documents.

6.2 Title Objections. No later than fifteen (15) days after the Effective Date, Seller shall cause the Title Company to issue the Title Commitment and provide a copy to Buyer along with legible copies of the Title Documents. Additionally, within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer and the Title Company, the Survey from a surveyor reasonably acceptable to the Buyer. If any exceptions or other matters appear in the Title Commitment, Title Documents or the Survey that Buyer determines in its sole discretion are unacceptable to it, then Buyer shall, not later than One Hundred Fifty (150) days after the Effective Date, furnish written notice to Seller and Title Company of such objections. If Buyer fails to so object to any item reflected in the Title Commitment or Survey by written notice received by Seller and Title Company prior to expiration of the Feasibility Period, time being of the essence with regard thereto, Buyer will be deemed to have approved all such items. Seller may, within ten (10) days after receipt of Buyer's objections (the "Title Cure Period"), cure or attempt to cure any matter to which Buyer has timely objected, although Seller will have no obligation to endeavor to cure any title objection raised by Buyer except for the removal of monetary liens created or assumed by Seller (the "Non-Permitted Liens"), and Seller will not be required to expend any effort or funds, or to commence litigation to cure any objection except the removal of monetary liens and/or encumbrances. In the event that Buyer's objections have not been cured, or Seller has not committed in writing to cure such objections at or prior to Closing, by the end of the Title Cure Period, then Buyer may terminate this Agreement by delivering a written termination notice to Seller and the Title Company within ten (10) days after the end of the Title Cure Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement as provided herein, Buyer will be deemed to have waived any uncured objection to title and shall be deemed to have approved the same other than the Non-Permitted Liens and any matters which Seller has agreed in writing to cure at or prior to Closing. Any matters shown on the Title Commitment which Buyer approves, or is deemed to have approved, pursuant to this Section 6.2 and any liens or encumbrances caused or created by Buyer (or Buyer's employees, representatives or contractors) will constitute "Permitted Exceptions" for purposes of the Title Policy and the Deed.

If prior and up to Closing any update of the Title Commitment discloses any title exception which was not disclosed in the original Title Commitment previously delivered to Buyer (a "New Title Exception") or any update of the Survey discloses any survey defect which is not disclosed in the

Survey previously provided to Buyer (a “New Survey Defect”), upon written objection from Buyer, Seller shall remove or cure such New Title Exception or New Survey Defect at or prior to Closing to the extent any such New Title Exception or New Survey Defect is susceptible to removal or cure and materially and adversely affects the Property. In the event that Seller fails to remove or cure such New Title Exception or New Survey Defect at or prior to Closing, Buyer shall be entitled to terminate this Agreement and, in such an event, the Earnest Money shall be promptly returned to Buyer, in which event neither party shall have any further obligations hereunder except those matters that expressly survive termination of this Agreement. Notwithstanding anything herein to the contrary, Buyer shall not be deemed to have waived the requirement that Seller remove (i) all monetary liens created by, through, or under Seller at or before Closing, or (ii) any encumbrances which Seller has agreed to cure in writing at or before Closing, and the failure to do so shall be a default by Seller.

6.3 Feasibility Period. During the Feasibility Period and thereafter up to and including the Closing Date, Buyer will be permitted to inspect (i) the Property (ii) the Property Documents, (iii) title, (iv) entitlements required or desired for the development of the property for Buyer’s intended uses, and (v) any other matter with respect to the Property, including but not limited to economic feasibility, zoning, the local government comprehensive plan, governmental restrictions and requirements, physical condition, subsoil conditions, environmental matters, financing, and such other matters as may be of concern to Buyer. Seller shall promptly cooperate with Buyer with respect to such inspections. Buyer will restore the Property to as close as reasonably practicable to the same condition in which it existed immediately prior to the conducting of any such inspection promptly upon completion of each such inspection. Buyer may undertake physical testing of the Property with prior notice to Seller. Buyer will not permit any liens or encumbrances to arise against the Property by, through, or under Buyer in connection with or as a result of such inspection or testing.

During the Feasibility Period, Buyer shall have the exclusive right to market the Property to potential users. The Property shall be marketed by a third-party brokerage company of the Buyer’s choosing and at its sole cost and expense. Any potential users that are disclosed to Buyer during the Feasibility Period which Buyer elects to not pursue shall be disclosed to Seller for its consideration.

6.4 Buyer Assumes All Risks; Indemnification. Buyer will indemnify, defend and hold Seller, and Seller’s members, managers, shareholders, directors, officers, management companies, agents, employees and representatives, and the Property, harmless of, from and against losses, liabilities, costs, expenses (including, without limitation, reasonable attorneys’ fees and costs of court), damages, liens, claims (including, without limitation, mechanics’ or materialmen’s liens or claims of liens), actions and causes of action to the extent resulting from the Buyer’s (or Buyer’s agents, employees, contractors, or representatives, collectively, “Buyer’s Consultants”) inspections or actions on or related to the Property; provided, however, the foregoing indemnity shall not apply to any liability arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused by Buyer or Buyer’s Agents. All inspections/tests shall be performed in a good and workmanlike manner by persons qualified and having experience in preparing such inspections and investigations. Prior to Buyer’s Consultants having access to the Property, Buyer’s Consultants shall obtain and maintain during

the term of this Agreement, commercial general liability insurance with solvent and responsible insurance companies legally authorized to transact business in the State of Texas, with no less than \$1,000,000.00 general liability and \$1,000,000 excess umbrella liability, in a form and content reasonably acceptable to Seller and deliver a certificate to Seller prior to first entry on the Premises showing Seller named as an additional insured under such policy. Buyer shall repair any damage caused by its physical inspections and shall restore the Property to their condition prior to such inspections all in accordance with law (including any damage or injury resulting from such access or inspections). The obligations of Buyer pursuant to this Section 6.4 shall survive the Closing or termination of this Agreement.

6.5 Buyer's Termination Rights. If Buyer, in its sole and absolute discretion, determines that the Property is not suitable to Buyer for its intended purpose or any condition of or related to the Property is unacceptable to Buyer, or for no reason at all, Buyer may terminate this Agreement by delivering written notice to Seller and the Title Company prior to the end of the Feasibility Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer as set forth in Section 4.1 above, and neither party shall have any further rights or obligations hereunder except those obligations of Buyer or Seller which shall survive such termination. If Buyer does not provide written notice of termination pursuant to this Section 6.5 on or before the expiration of the Feasibility Period, then Buyer shall be conclusively deemed to have waived its right to terminate under this Section 6.5.

6.6 Delivery of Materials Upon Termination. In the event that this Agreement is terminated under the terms of this Agreement, upon written request from Seller, Buyer will deliver not later than ten (10) days after the effective date of termination, all Property Documents delivered to Buyer by Seller as described in Section 6.1 above.

ARTICLE VII REPRESENTATIONS, DISCLAIMERS, ACKNOWLEDGMENTS, AND COVENANTS

7.1 Limited Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date that:

- a. Seller has no knowledge of any violation of any laws, regulations or codes, nor has Seller received any written or other notice of any alleged violations of any laws, regulations or codes;
- b. Seller has no knowledge of, nor has Seller received any written or other notice of, any pending or threatened claims or notices of condemnations, changes in zoning, or special assessments, concerning the Property;
- c. Except (i) as may be set forth in any Phase I Environmental Site Assessment delivered to Buyer for the Property, and (ii) any Hazardous Substances used in the ordinary course of the operation of the Property, all in accordance with all applicable laws, Seller has no knowledge of any releases of, or the existence of, any Hazardous Substances on, under, or from the Property.

d. Seller owns the Property and has the right, power and authority to enter into this Agreement and to cause the Property to be sold in accordance with its terms and conditions. Seller is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Seller's powers and have been duly authorized. The person executing this Agreement on behalf of Seller has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to equitable principles and laws applicable generally to creditor's rights;

e. There is no agreement to which Seller is a party or, to the best of Seller's knowledge, is binding on Seller or the Property that is in conflict with this Agreement or that might render Seller unable to perform its obligations under this Agreement; and there is no pending or, to Seller's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting the Property that challenges or would materially impair the ability of Seller to execute, deliver, or perform its obligations under this Agreement;

f. Seller has received no written notice of any threatened or pending condemnation or similar proceedings affecting the Property, and to Seller's best current actual knowledge, there are no threatened or pending condemnation or similar proceedings affecting the Property.

g. To the best of Seller's knowledge, all of the Property Documents which are delivered by Seller to Buyer pursuant to Section 6.1 are complete copies of such items as are in Seller's possession and contained in Seller's files.

h. There are no parties in possession of the Property and there are no binding lease agreements affecting the Property. No person, firm, corporation, or other entity has any right to purchase, right of first refusal, option to purchase or any other right or option to acquire all or any part of the Property and any such rights or options previously granted by Seller covering any part of the Property have been fully released.

i. Except for recorded covenants included in the Title Documents, to Seller's knowledge, there is no other agreement, understanding or restriction with or for the benefit of any person or entity, whether private, public or quasi-public, that will be binding upon Buyer after Closing and which may prevent or limit in any way the current use, or Buyer's intended use, of the Property or for any uses allowed by current zoning regulations.

j. Seller is the sole owner of good and indefeasible fee simple title to the Property.

7.2 Buyer's Covenants. Buyer hereby covenants and agrees with Seller that after the Effective Date and Closing that the use and users that Buyer will promote, utilize, and implement on the property will be similar to the types of uses and users which Buyer has promoted, utilized, and implemented for other industrial parks in central Texas, as listed below:

A. Uses

i) Light Manufacturing – Indoors

- ii) Warehousing and Distribution – Indoors
- iii) Small amounts of outdoor storage
- B. Users (examples)
 - i) O'Reilly Auto Parts Distribution Center
 - ii) Ben E Keith Foods
 - iii) Texas Speed and Performance
 - iv) EDC Moving Systems
 - v) Paradigm Metals
 - vi) Canadian General Tower
 - vii) T.J. Maxx Distribution Center
 - viii) 3-Way Logistics
 - ix) Kval Machinery
 - x) Ovivo Water
 - xi) Brycomm
 - xii) Berger Allied Moving and Storage

7.3 Seller's Covenants. Seller hereby covenants and agrees with Buyer that after the Effective Date and prior to Closing (or any earlier termination of this Agreement pursuant to its terms):

- a. After the Effective Date, Seller will not, without the express prior written approval of Buyer, which may be withheld in Buyer's sole discretion, enter into any lease, easement, or other agreement for the Property, or any portion thereof, which would continue for a period subsequent to the Closing Date.
- b. Seller will continue to maintain and operate the Property in accordance with its past practices.
- c. Promptly upon Seller's receipt of any notice of the institution of, or plans for the institution of, proceedings for the condemnation of the Property, or any portion thereof, Seller will notify Buyer thereof.
- d. From and after the Effective Date until the Closing, Seller will maintain, or cause to be maintained, in full force and effect public liability insurance with respect to damage or injury to persons or property occurring on the Property in such amounts as is maintained by Seller on the Effective Date.
- e. Seller will advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has received actual knowledge or written notice.
- f. Seller will not seek any zoning changes or take any action which encumbers Seller's title to the Property without Buyer's prior written consent, which consent may be granted or withheld in Buyer's sole discretion.
- g. Seller will not, without the prior written consent of Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any

deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the Property which are not delinquent), encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Exceptions. Seller will not impose any restrictive covenants or encumbrances on the Property or execute or file any subdivision plat affecting the Property. Seller will not sell, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Property or any interest therein, or enter into any agreement or “back-up” contract related to the disposition of the Property, or permit any of the foregoing during the term of this Agreement.

h. Seller will promptly deliver to Buyer all information received by Seller regarding alleged violation(s) by Seller or the Property of any laws, rules, regulations, ordinances, court orders, decrees, or restrictions.

i. Seller will not cause or permit any portion of the Property to be used to transport, store, dispose of, generate, emit, manufacture, refine, treat, or process any Hazardous Substances, nor cause or permit, as a result of any intentional act or omission on the part of Seller, a release, discharge, emission, leak, or percolation of Hazardous Substances onto the Property or from the Property onto any other property. Further, Seller shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, and shall obtain and comply with all approvals, registrations, and permits required thereunder.

j. Seller will cause the installation, construction and completion of utilities and related infrastructure (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but excluding communications) to the Property’s boundary line in sufficient capacities to reasonably serve the Property and the ROFR Property (defined below) for their intended uses up to 600,000 square feet of industrial building and completion of a 60’ road with 40’ pavement section minimum known or to be known as Cahill Street, all as constructed or installed pursuant to the corresponding governmental standards and requirements.

If at any time prior to Closing Seller learns or becomes aware that any of Seller’s representations and warranties or covenants set forth in this Agreement are untrue in any material respect, or at any time at or before Closing there is any material change with respect to the matters represented and warranted by Seller pursuant to Section 7.1, then Seller shall give Buyer prompt written notice thereof (the “Notice”), and Buyer shall have the right to terminate this Agreement and recover the Earnest Money by delivering written notice of termination to Seller within fifteen (15) days after receipt of the Notice from Seller, provided, that if Buyer elects to proceed to Closing, the Closing Date shall be extended as necessary not to exceed fifteen (15) days from the date Buyer receives the Notice.

ARTICLE VIII CLOSING

8.1 Date and Place of Closing. Subject to the satisfaction or waiver in writing of all conditions to either party’s obligation to consummate the purchase and sale of the Property, the Closing will take place on the Closing Date at the Place of Closing, as set forth in Sections 1.8 and 1.9 above.

8.2 Items to be Delivered at Closing.

a. By Seller. At or prior to Closing, Seller will deliver or cause to be delivered to Buyer, through escrow or directly to Buyer, each of the following items (collectively, the “Closing Documents”):

- i. The Deed, conveying title to the Property to Buyer, subject to the Permitted Exceptions and free of any liens;
- ii. Evidence of Seller’s authority to consummate this transaction.
- iii. A Non-foreign Certification of Entity Transferor from Seller or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code;
- iv. Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company or governmental authority, in form and substance satisfactory to the Title Company or such governmental authority, duly executed by Seller; and
- v. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

b. By Buyer. At or prior to Closing, Buyer will deliver to Seller, or cause to be delivered to Seller, through escrow or directly to Seller, each of the following items:

- i. The balance of the Purchase Price in Current Funds;
- ii. Evidence of Buyer’s authority to consummate this transaction;
- iii. Any customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Title Company, duly executed by Buyer; and
- iv. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8.3 Title Policy. Buyer’s obligation to Close shall be contingent upon receipt by Buyer at Closing of a contractual commitment by the Title Company to issue an Owner’s Policy of Title Insurance issued pursuant to the Title Commitment subject only to the Permitted Exceptions and other exceptions as provided pursuant to this Agreement. As soon as possible in the ordinary course of business of the Title Company after the Closing occurs and all documents delivered at the Closing that are intended to be recorded are so recorded and returned to the Title Company, the Title Company will deliver the Title Policy to Buyer, subject only to the Permitted Exceptions. The provisions of this Section will survive the Closing.

8.4 Actions at Closing. Upon delivery of all items set forth in Section 8.2 and the satisfaction or waiver of all other conditions and obligations set forth in this Agreement:

- a. The Title Company shall record the Deed;
- b. The Title Company shall release to Seller the Purchase Price, as adjusted by any prorations, charges, and credits;
- c. Possession and control of the Property shall be delivered to Buyer effective as of the Closing;
- d. The Title Company shall release from escrow and deliver to Buyer the recorded Deed, and any other documents deliverable to Buyer pursuant to this Agreement;
- e. The Title Company shall release from escrow and deliver to Seller any documents deliverable to Seller pursuant to this Agreement;
- f. The Title Company shall issue to Buyer the Title Policy in accordance with Section 8.3; and
- g. The Title Company, Seller and Buyer shall take and complete such other actions and deliver such other documentation as required or reasonably contemplated by this Agreement as necessary to complete the transaction contemplated herein.

ARTICLE IX CLOSING COSTS AND PRORATIONS

9.1 Closing Costs.

- a. Seller and Buyer will each pay their respective attorneys' fees (except as provided in Section 11.12 of this Agreement).
- b. Seller will pay (i) the cost of the Title Commitment, (ii) the cost of the basic premium of the Title Policy, (iii) the cost of recording the Deed, (iv) one-half (1/2) escrow fees of Title Company, (v) any costs incurred to satisfy any mortgage loan encumbering the Property, (vi) the cost of the Survey; and (vii) such other incidental costs and fees customarily paid by sellers in Caldwell County, Texas land transactions of this nature.
- c. Buyer will pay (i) all costs related to Buyer's due diligence inspection, (ii) the cost of deleting the standard exceptions and the cost of any endorsements, or any other "extended" title coverage, requested by Buyer, to the Title Policy, (iii) cost of any mortgagee's policy of title insurance, (iv) all recording fees charged for documents required to be recorded by Buyer's lender in connection with any mortgage obtained by Buyer, (v) one-half of any escrow fees, (vi) Buyer's inspection costs, and (vii) such other incidental costs and fees customarily paid by Buyers in Caldwell County, Texas land transactions of this nature.

9.2 Prorations, Etc. Real estate taxes, assessments, utilities and other similar expenses related to the Property for the period prior to the Closing Date shall be prorated as of the Closing Date, with the amount attributable to the period prior the Closing Date credited toward the Purchase Price, the amount for the remainder of the year following the Closing Date paid by Buyer to Seller in addition to the Purchase Price, and the taxes and such other amounts paid by Seller to the taxing authorities. Real estate taxes will be based on the most recent tax certificates for the Property, adjusted for the most current tax rates and appraised value. Buyer shall thereafter pay all property taxes, assessments and interest incurred after the Closing and shall set up a separate account for the Property with the Caldwell County Assessor's Office for notice. Seller shall be responsible for payment of all rollback taxes, or similar taxes (if any) imposed as the result of any change in ownership or use of the Property, assessments, or interest assessed against the Property resulting from this sale after the Closing date.

ARTICLE X DEFAULTS AND REMEDIES

10.1 Seller's Default: Buyer's Sole Remedies. If Seller fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Seller breaches this Agreement, after five (5) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Buyer may, as Buyer's sole and exclusive remedy either (a) terminate this Agreement by giving written notice to Seller and Title Company, in which event (i) Buyer shall be entitled to the immediate return of the Earnest Money, together with all interest accrued thereon and Seller will reimburse the actual, out-of-pocket costs incurred by Buyer in connection with the due diligence activities conducted by or on behalf of Buyer with respect to the Property; and (ii) this Agreement shall be of no further force and effect except for those provisions that expressly survive termination of the Agreement, or (b) seek specific performance of Seller's obligations under this Agreement. If Buyer elects to seek such specific performance, Buyer shall give Seller written notice of such election within thirty (30) days after the occurrence of such Seller's Default, and thereafter commence an action seeking such specific performance. In the event Buyer terminates this Agreement in accordance with the terms of this Agreement, then this Agreement shall be of no further force and effect and the Parties shall have no further rights, obligations, or liabilities hereunder, except for those obligations that expressly survive termination of the Agreement.

10.2 Buyer's Default: Seller's Sole Remedies. If Buyer fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Buyer breaches this Agreement, after thirty (30) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and retain the Earnest Money as liquidated damages (and not as a penalty) for breach of this Agreement. Such amount and terms are agreed upon by and between Seller and Buyer as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual

damages, and the uncertainty thereof, and the payment of the Earnest Money, and the terms provided herein will constitute full satisfaction of Buyer's obligations under this Agreement. Such amount is agreed upon by and between Seller and Buyer as a reasonable estimate of just compensation for the harm caused by Buyer's default.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Broker's Commission. Each party represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and as such, no commission is due or owing hereunder. Each party agrees to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by each party with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

11.2 Assignment. Buyer may not assign this Agreement to any person, firm, corporation, or other entity without Seller's consent; provided, however, Buyer may assign all of its rights, title, liability, interest and obligation pursuant to this Agreement to an any entity controlled by, in control of, or under common control with Buyer without Seller's consent, provided that the assignee assumes all obligations of the Buyer under this Agreement. Notwithstanding the foregoing, Buyer may form a single purpose entity to take title of the Property at closing, and Buyer may assign its rights under this Agreement to any affiliated or single purpose entity which directly or indirectly controls, is controlled by or is under common control with Buyer, without the consent of Seller. No such assignment and assumption shall relieve Buyer or any assignee previously approved by Seller from its obligations hereunder.

11.3 Condemnation and Casualty. In the event that any portion of the Property will be taken in condemnation or by conveyance in lieu thereof or under the right of eminent domain after the Effective Date and before the Closing Date, Buyer may, at its option, terminate this Agreement by written notice thereof to Seller within ten (10) days after Seller notifies Buyer of the condemnation, in which event Buyer will receive an immediate refund of all Earnest Money. In the event Buyer fails to timely deliver written notice of termination as described above, Buyer will be deemed to have elected to proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller will deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding or conveyance in lieu thereof or assign to Buyer Seller's rights to such proceeds and there will be no reduction in the Purchase Price. Prior to Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by casualty shall be borne and assumed by Seller, except as otherwise provided in this Section 11.3. If, before Closing, any part of the Property is damaged or destroyed by casualty, Seller shall immediately give written notice to Buyer of such fact. If such damage or destruction is "material", Buyer shall have the option in its sole and absolute discretion, either to (a) terminate this Agreement by notice to Seller and receive a prompt refund of all Earnest Money, or (b) purchase the Property. In the event that Buyer elects to proceed with the purchase, Seller shall assign to Buyer all of its right, title, and interest in and to the proceeds of any and all fire or other casualty insurance or condemnation proceeds relating to such damage or condemnation, and Buyer shall receive a credit

against the Purchase Price in the amount of any applicable deductible or other uninsured amount based on Seller's and Buyer's mutual, reasonable, good faith estimate of the cost to repair and restore. Buyer's election shall be made by written notice to the Seller given not later than ten (10) days after Buyer's receipt of notice from Seller of the casualty. If the damage is not material, then Buyer shall not have the right to terminate this Agreement, but Seller shall, at its cost, repair the damage before the Closing in a manner reasonably satisfactory to Buyer, or if repairs cannot be completed before the Closing, credit Buyer at Closing for the reasonable cost to complete the repair, as reasonably agreed to by Seller and Buyer. For purposes of this Section 11.3, "material" means that (w) the damage is of a nature that adversely affects access to the Property, (x) the cost to repair such damage is reasonably estimated to exceed two percent (2%) of the Purchase Price, or the damage will, in Buyer's reasonable estimation, take longer than ninety (90) days to repair.

11.4 Notices. Any notice, approval, waiver, objection or other communication (for convenience, referred herein as a "notice") required or permitted to be given hereunder or given in regard to this Agreement by one party to the other will be in writing and the same will be given and be deemed to have been delivered, served and given when actually delivered to the address specified in Article I above of the person to whom notice is given or delivery is refused may by any of the following means: (a) via courier (including overnight delivery services), (b) United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the person to whom notice is given at the address specified in Article I above, (c) email, provided that the transmitting email indicates that the transmission of all pages of the notice was effectively completed and a copy of such notice is also sent by one of the other means of notice described above simultaneously with such email. Any party may change its address for notices by notice theretofore given in accordance with this Section and will be deemed effective only when actually received by the other party.

11.5 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

11.6 Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

11.7 Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors, and assigns of both Parties hereto. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa.

11.8 Time of Essence. Time is of the essence in each and every provision of this Agreement.

11.9 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained

herein, unless such unenforceable provision materially affects any material covenants set forth herein.

11.10 Counterparts. This Agreement may be executed in any number of counterparts and/or electronic versions, each of which will for all purposes be deemed to be an original, and form a fully binding contract.

11.11 Applicable Law; Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. Venue for any suit filed with respect to the enforcement or interpretation of this Agreement shall be in the State District Court located in Caldwell County, Texas. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTER RELATED TO OR ARISING OUT OF THIS AGREEMENT.

11.12 Attorneys' Fees. In the event any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees, court costs and expenses incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

11.13 Limitations on Liability. In no event shall any officer, director, shareholder, partner, member, employee, agent or affiliate of Seller or Buyer have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, liened or levied upon or in any other way held liable for any of the obligations of Seller or Buyer, respectively. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be entitled to recover from the other party in connection with any claim arising out of or relating to this Agreement or any representation made herein, any lost profits or any direct, compensatory, punitive, indirect, consequential or other damages. The limitations contained in this Section 11.13 shall not apply to claims of fraud or intentional misconduct.

11.14 Authority. Each person executing this Agreement, by his execution hereof, represents and warrants that he is fully authorized to do so, however, the Parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

11.15 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement.

11.16 Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefor will be extended to the next day which is not a Saturday, Sunday or legal holiday (a "business day"). Any period during which any act is required to be performed under this Agreement including, without limitation, the providing of notice, which ends on any

date which is a Saturday, Sunday or federal holiday shall be performed by 5:00 p.m. Central Time on the next business day.

11.17 No Recording. Seller and Buyer agree that neither this Agreement, a copy of this Agreement, nor any instrument describing or referring to this Agreement, will ever be filed of record in the county records where the Property is located or elsewhere, and in the event this Agreement, a copy of this or any instrument describing or referring to this Agreement is so filed of record by either party or its agents, such act will be considered a default under this Agreement by the recording party, and the non-recording party may, at its option, terminate this Agreement and exercise any other rights or remedies of such party under this Agreement for a default on the part of the recording party. The limitations contained herein shall not apply to any actions taken by Buyer in connection with Buyer's pursuit of the remedy of specific performance.

11.18 Interpretation. The Parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

11.19 No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the Seller and Buyer hereto and no other party will have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

11.20 Confidential Agreement. Prior to Closing, except as required by court order or by operation of law, the terms and conditions of this Agreement will be treated as confidential by both Parties, and neither any of such terms or conditions nor any copy of this Agreement will be divulged or provided to any third party other than the Parties' respective attorneys, engineers, surveyors, accountants, consultants, brokers, Buyer's actual or potential partners, investors and lenders, if any, and such other third parties whose assistance is required in connection with the consummation of this transaction by either party hereto without the prior consent of the other party hereto. Buyer will use Buyer's commercially reasonable efforts to cause Buyer's lender to retain the confidentiality required pursuant to this Section.

11.21 Title Company. The Parties acknowledge and agree that in the event of any dispute concerning the Earnest Money while the same is in the possession of Title Company, Title Company will have the right to interplead with the state or federal district court in which the Property is located, all or any portion of the Earnest Money received by it pursuant to this Agreement.

11.22 Indemnity Limitation. To the extent, if at all, any indemnity, hold harmless or insurance provision of this Agreement is invalidated by law or otherwise, the remaining indemnity, hold harmless and insurance provisions of this Agreement shall remain in full force and effect.

11.24 Exchange Facilitation. At the option of either party, upon not less than five (5) days written notice to the other party prior to Closing, a party may require the Closing to be achieved pursuant

to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code. In such event, the other party agrees to cooperate with the party giving such notice, provided that such facilitation will not delay Closing, or result in any additional cost or expense to the cooperating party, and the cooperating party shall not be required to take title to or to convey the exchange property or to incur any personal liability in connection with the exchange transaction, and the party requiring the exchange facilitation shall indemnify and hold harmless the cooperating party from and against any and all causes, claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from the exchange transaction.

11.25 Waiver. No delay on the part of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any specific waiver by a party of any right or remedy hereunder operate or be construed as a waiver of any other right or remedy hereunder, nor shall any single or partial waiver or exercise of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy hereunder (unless the provisions of this Agreement which establish any such right or remedy provide otherwise). No waiver of any right or remedy hereunder shall be valid or enforceable unless in writing and signed by the party against whom such waiver is sought to be enforced.

11.26 Right of First Refusal. Concurrent with the execution of this Agreement, the Parties shall execute a Right of First Refusal Agreement and Memorandum of Agreement, each in the forms attached hereto as Exhibit "C" and made a part hereof wherein Seller grants to Buyer the right of first refusal to purchase additional land owned by Seller and commonly known as Lot 2 and Lot 3 in Block C, Lockhart Industrial Park III in Caldwell County, Lockhart, Texas ("ROFR Property").

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, this Agreement has been executed under seal by the undersigned as of the Effective Date.

SELLER:

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

BUYER:

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By:  _____
Ben F. Spencer. Manager

JOINDER OF TITLE COMPANY

Title Company executes this Agreement for the sole purpose of agreeing to serve as escrow agent with respect to the Earnest Money and closing in accordance with this Agreement. The undersigned representative of the Title Company hereby agrees to promptly acknowledge receipt of a counterpart original (or multiple original counterparts) of this Agreement executed by both Buyer and Seller, by promptly transmitting by e-mail a copy of this page, signed and dated as of the date of acknowledgment, to all Parties designated for notice in Sections 1.12 and 1.13 of the Agreement, and the Broker identified in Section 1.10 of the Agreement, for the purpose of promptly notifying all Parties of the Effective Date as described in Section 1.3 of the Agreement. The Title Company agrees to invest the Earnest Money in accordance with Section 4.1.

TITLE COMPANY:

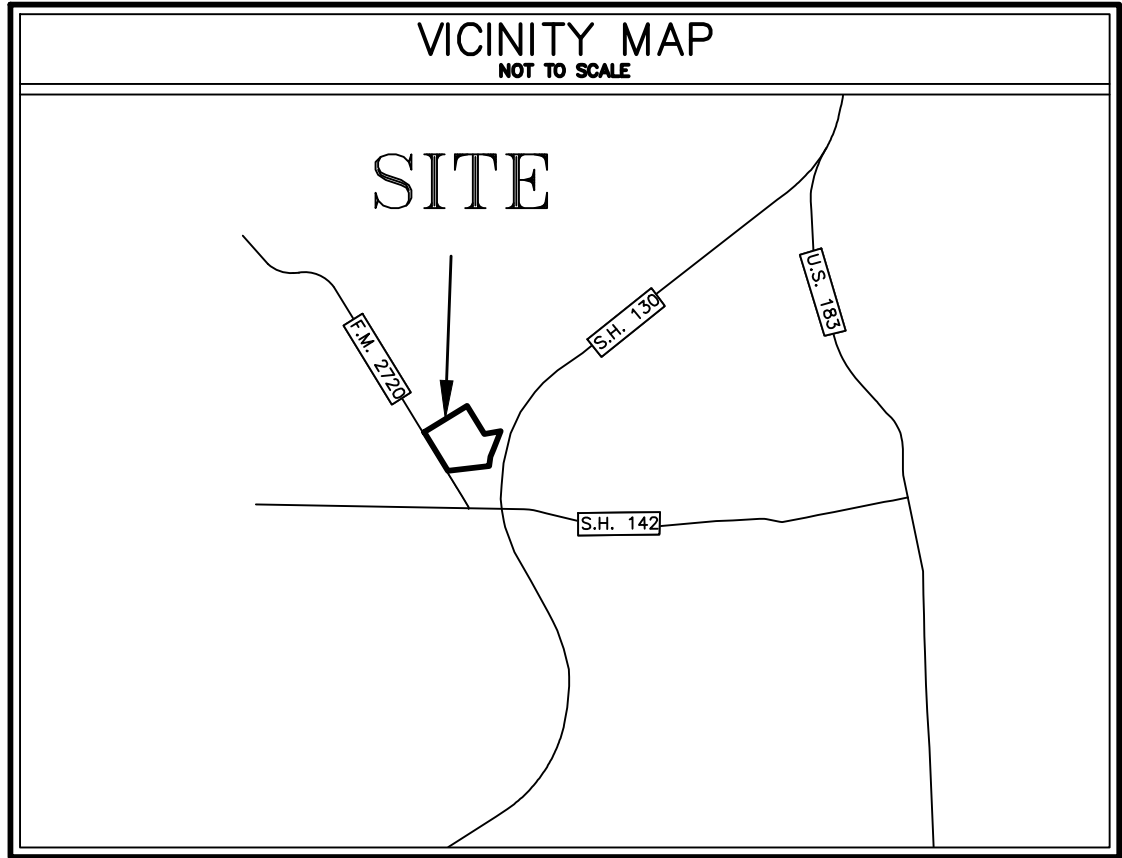
Chicago Title Insurance Company
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com

By: _____
Robert P. Jordan,
VP & Commercial Escrow Officer

Date: _____
(The Effective Date)

EXHIBIT “A”
PROPERTY

[to be inserted – LEDC to provide]



CORNELIUS CRENSHAW SURVEY
ABSTRACT NO. 68

SITE ADDRESS:
BETWEEN TX-130 AND FM 2720 NORTH OF UNION PACIFIC RAILROAD, WEST OF LOCKHART, TX 78644

LEGAL DESCRIPTION:
BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

METES & BOUNDS DESCRIPTION:

BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOR THE WESTERN CORNER OF SAID 75.033 ACRE TRACT, SAME BEING THE WESTERN CORNER OF A CALLED 10.101 ACRE TRACT, RECORDED IN VOLUME 636, PAGE 66 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS [O.P.R.C.C.T.]. (SAID 10.101 ACRE TRACT BEING PART OF THE 75.033 ACRE TRACT DESCRIBED AS FOLLOWS).

THENCE WITH THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N58°31'09.75"E, A DISTANCE OF 800.00 FEET TO A FOUND 1/2" IRON ROD AND THE NORTHERN CORNER OF SAID 10.101 ACRE TRACT,

THENCE LEAVING THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT AND CONTINUING AT THE SAME BEARING A DISTANCE OF 891.43 FEET TO A FOUND 1/2" IRON ROD,

THENCE S31°29'12"E, A DISTANCE OF 1,115.56 FEET TO A FOUND 1/2" IRON ROD,

THENCE N79°27'28"E, A DISTANCE OF 557.21 FEET TO A FOUND 5/8" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S21°09'43"W, A DISTANCE OF 654.64 FEET TO A FOUND 1/2" IRON ROD WITH CAP, STAMPED "HOLT CARSON, INC.",

THENCE S21°09'43"W, A DISTANCE OF 275.30 FEET TO A FOUND TXDOT BRASS DISK,

THENCE S07°46'12"W, A DISTANCE OF 307.99 FEET TO A FOUND 1/2" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S83°10'47"W, A DISTANCE OF 1,406.17 FEET TO A FOUND 5/8" IRON ROD,

THENCE N31°28'49"W, A DISTANCE OF 980.76 FEET TO A FOUND 1/2" IRON ROD AND THE SOUTHERLY CORNER OF SAID 10.101 ACRE TRACT,

THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N31°28'49"W, A DISTANCE OF 550.00 FEET TO THE FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOUND FOR THE WESTERLY CORNER OF SAID 10.101 ACRE TRACT AND THE POINT OF BEGINNING AND CONTAINING 75.033 ACRES [3,268,415.83 SQUARE FEET]

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

BENCHMARK NOTE:

BENCHMARK: # 200
ELEVATION: 560.34'
DESCRIPTION: X CUT IN A HEADWALL FOUND LOCATED APPROXIMATELY 1,520 FEET NORTHWEST FROM THE INTERSECTION OF FM 2720 AND W. SAN ANTONIO STREET. [SHOWN HEREON]

FLOODPLAIN NOTE:

ALL OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED ZONE "X", AS SHOWN ON F.I.R.M. PANEL NO. 48055C0115E, CALDWELL COUNTY, TEXAS EFFECTIVE 06/19/2012.

ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X MAY HAVE PONDING AND LOCAL DRAINAGE PROBLEMS THAT DON'T WARRANT A DETAILED STUDY OR DESIGNATION AS BASE FLOODPLAIN. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

UTILITY NOTE:

SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD86, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

OWNER:
MIKE KAMERLANDER
LOCKHART ECONOMIC DEVELOPMENT
CORPORATION
215 EAST MARKET STREET
LOCKHART, TX 78644

SURVEYOR:
CHRIS TERRY, RPLS
DOUCET AND ASSOCIATES
12045 STARCREST DRIVE, FLOOR 1
SAN ANTONIO, TX 78247
(210) 469-4564

ENGINEER:
KEITH SCHAUER, PE
DOUCET AND ASSOCIATES
427 ST GEORGE STREET, NUMBER 304
GONZALES, TX 78629
(830) 672-1205

ZONING:

INDUSTRIAL-LIGHT

STREET NOTES:

THE STREET NAMES WILL BE FINALIZED PRIOR TO THE PHASE 1 FINAL PLAT.

SIDEWALK/HIKE & BIKE TRAIL NOTES:

A FIVE-FOOT WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE F.M. 2720 FRONTAGE OF THE SUBDIVISION. FOUR-FOOT WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF CAHILL STREET AND DEWITT STREET. A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE NORTH CESAR CHAVEZ PARKWAY SOUTHBOUND FRONTAGE OF THE SUBDIVISION.

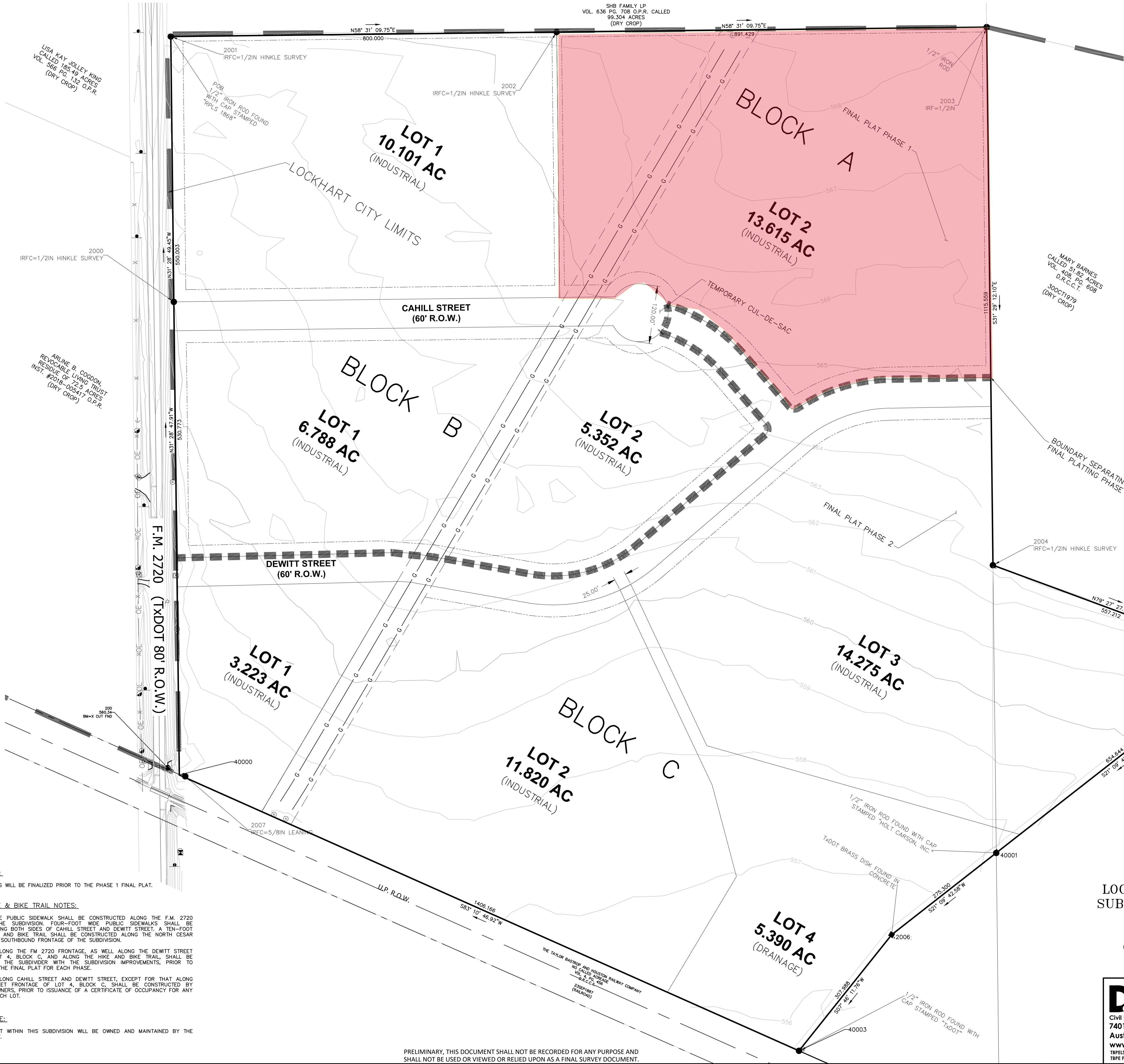
THE SIDEWALKS ALONG THE FM 2720 FRONTAGE, AS WELL ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, AND ALONG THE HIKE AND BIKE TRAIL, SHALL BE CONSTRUCTED BY THE SUBDIVIDER WITH THE SUBDIVISION IMPROVEMENTS, PRIOR TO RECORDEMENT OF THE FINAL PLAT FOR EACH PHASE.

THE SIDEWALKS ALONG CAHILL STREET AND DEWITT STREET, EXCEPT FOR THAT ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, SHALL BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

DRAINAGE NOTE:

THE DRAINAGE LOT WITHIN THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE CITY OF LOCKHART.

LOT SUMMARY TABLE		
LOT TYPE	NUMBER OF LOTS	TOTAL ACREAGE
INDUSTRIAL	7	65.176
DRAINAGE	1	5.390
RIGHT-OF-WAY	1	4.464
TOTAL ACREAGE OF SUBDIVISION		75.03



LEGEND	
---	PROPERTY LINE
---	EXISTING EASEMENT
---	BUILDING SETBACK LINE
---	ADJOINER PROPERTY LINE
---	OVERHEAD ELECTRIC
---	EXISTING GAS LINE
---	EXISTING WIRE FENCE
---	APPROXIMATE SURVEY LINE
---	MARKED WATER LINE
---	MARKED WASTEWATER LINE
---	MARKED COMMUNICATION LINE
---	1/2" IRON ROD FOUND (UNLESS NOTED)
---	ELECTRIC PULL BOX
---	WATER VALVE
---	WATER METER
---	SIGN [AS NOTED]
---	POWER POLE
---	DOWN GUY
---	6IN CEDAR POST
---	BENCHMARK FOUND
---	ELECTRIC TRANSFORMER
---	WASTEWATER MANHOLE
---	"X" ON CONCRETE
---	VOLUME
---	PAGE
---	R.O.W.
---	RIGHT-OF-WAY

75.03 ACRES
LOCKHART INDUSTRIAL PARK III
SUBDIVISION DEVELOPMENT PLAN
PRELIMINARY PLAT
CITY OF LOCKHART,
CALDWELL COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering • Planning • Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPELS Firm No.: 10105800
TBPE Firm No.: F-3937

Date: 08/18/2021
Scale: 1" = 100'
Drawn by: **DR**
Reviewed:
Project: **2263-001**
Sheet: **PLAT SHEET 01**
Field Book:
Party Chief:
Survey Date: **01/18/2021**

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

WITNESS this my hand and seal this _____ day of _____, 2022.

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF CALDWELL)

This instrument was acknowledged before me on _____, 2022, by _____
_____, as _____ of LOCKHART ECONOMIC DEVELOPMENT
CORPORATION, a Texas Type B sales tax corporation, on behalf of the corporation.

Notary: _____
Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit "A"
To Special Warranty Deed
LEGAL DESCRIPTION

Exhibit "B"
To Special Warranty Deed
PERMITTED EXCEPTIONS

EXHIBIT “C”

FORM OF RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (“Agreement”) is made as of October [____], 2021 (“Effective Date”) by and between TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its successors or assigns (“TPM”) and LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation, (“LEDC”), (TPM and LEDC are sometimes hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, LEDC is the owner of those certain parcels of land known as Lot 2 and Lot 3 in Block C, Lockhart Industrial Park III in Caldwell County, Lockhart, Texas, as further described on Exhibit “A” attached hereto and made a part hereof (either or both lots, the “ROFR Property”);

WHEREAS, TPM, its successors or assign, and LEDC have entered into that Purchase and Sale Agreement dated October _____, 2021 (“Purchase Agreement”) for the purchase of the property contiguous to the Exclusive Area known as Lot 2 in Block A, Lockhart Industrial Park III, Caldwell County, Lockhart, Texas;

WHEREAS, LEDC desires to grant TPM a right of first refusal and option to purchase the ROFR Property as set forth herein (“ROFR”); and

WHEREAS, the Parties desire to set forth the terms and conditions of the right of first refusal and option to purchase the ROFR Property.

NOW, THEREFORE, in consideration of the agreements contained herein, and the sum of Ten and No/100 Dollars (\$10.00) paid on the date hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Right of First Refusal. LEDC hereby grants to TPM a right of first refusal for the purchase of the ROFR Property, or any portion thereof, upon the same terms and conditions being offered by a Speculative Purchaser which LEDC is willing to accept during that period commencing on the Effective Date herein and ending twelve (12) months thereafter (“ROFR Period”). LEDC shall not sell the ROFR Property, or any portion thereof, to any Speculative Purchaser without first providing TPM the opportunity to purchase such property. A “Speculative Purchaser” shall be any party who is purchasing the ROFR Property, or any portion thereof, to hold or for speculative development, to lease to an unrelated third-party, to build a speculative building, or for resale for such purposes. If LEDC desires to sell the Property to a Speculative Purchaser, TPM shall have the right to buy such ROFR Property, or portion thereof, for the same price and general terms as set forth in a bona fide, third-party offer that TPM desires to accept. Notwithstanding the foregoing, the ROFR shall not apply to a party who will immediately develop the ROFR Property, or a portion thereof, for its own use (an “End User”).

2. Exercise of ROFR. In the event LEDC desires to sell to a Speculative Purchaser the ROFR Property, or any portion thereof, during the ROFR Period, LEDC shall provide to TPM a copy of the letter of intent, term sheet or other preliminary agreement (“LOI”) between LEDC and the Speculative Purchaser that has been accepted by LEDC or which LEDC desires to accept (any LOI executed by LEDC shall be expressly subject to the ROFR) (the “Offer Notice”). TPM shall have thirty (30) days after receipt of the Offer Notice to deliver notice to LEDC electing to purchase the property set forth in the Offer Notice upon the terms and conditions set forth in the Offer Notice. If TPM timely exercises its ROFR, the Parties shall enter into a Purchase and Sale Agreement in a form materially similar to the Purchase Agreement. If TPM fails to timely exercise its ROFR for the property included in the Offer Notice, TPM shall be deemed to have waived its rights as to such property as it relates to the offer set forth in the Offer Notice; provided, however, in the event that LEDC does not sell such Property pursuant to the Offer Notice or LEDC seeks to materially amend the terms of the Offer Notice, then TPM’s ROFR shall be reinstated for such portion of the ROFR Property, and further provided, that the ROFR shall continue to apply to all other portions of the ROFR Property.

3. Purchase Option. LEDC hereby grants to TPM the right and option to purchase all or any portion of the ROFR Property, at terms to be agreed upon by the Parties (the “Purchase Option”). TPM may exercise the Purchase Option, with respect to all or any portion of the ROFR Property, by delivering written notice to LEDC at any time during the ROFR Period. Upon receipt of such written notice, the Parties shall use good faith efforts to negotiate the terms of the purchase and sale of the portion of the ROFR Property to be sold, including, but not limited to, the purchase price for of the ROFR Property, or such portion thereof. Upon agreement to the purchase terms pursuant to this Section 3, the parties shall execute a purchase and sale agreement for the ROFR Property, or portion thereof, being purchased substantially in the same form as the Purchase Agreement, with any necessary changes made to account for the circumstances of the transaction. In the event that the Parties are unable to agree upon the terms of the purchase and sale within thirty (30) days after delivery of the applicable notice from TPM and the Parties entering into a purchase and sale agreement (the “Negotiation Period”), and after compliance with TPM’s ROFR and satisfaction of the ROFR conditions set forth in Section 1 above, LEDC may sell all or any portion of the ROFR Property to a Speculative Purchaser. Provided that the ROFR conditions have been satisfied, the Purchase Option shall not run with the ROFR Property and shall not be binding on such Speculative Purchaser.

4. End User. In the event that LEDC desires to sell the ROFR Property, or any portion thereof, to an End User, at least fifteen (15) days prior to negotiating or entering into an LOI with said End User, LEDC shall introduce TPM to such End User and provide TPM the opportunity to meet with the End User and discuss TPM’s development of the project for the End User’s intended use. In the event that any party other than the End User or its subsidiary acts as the developer of the End User’s project (the End User may contract directly with the general contractor to build its project), the ROFR shall apply.

5. Exclusivity. LEDC, directly or through an affiliated or related party, shall not, during the ROFR Period, enter into any lease or occupancy agreement for any portion of the ROFR Property or Commence Development (as defined below) within the ROFR Property. For the purpose of this Agreement only, “Commence Development” shall mean any commencement of permanent

construction of a structure or improvements on or within the ROFR Property, including, but not limited to, the pouring of slab or footings, the installation of piers, the construction of columns, excavation, or the placement of any improvements on the ROFR Property (LEDC may install utilities and other offsite improvements for the benefit of the ROFR Property). The restrictions set forth in this Section shall run with the ROFR Property for the ROFR Period unless otherwise terminated as provided for herein.

6. Default and Remedies. If LEDC fails or refuses to meet, comply with or perform any agreement or obligations under this Agreement, and such failure or refusal is not cured within ten (10) after notice from TPM, then LEDC shall be deemed to be in default hereunder and TPM may (i) seek specific performance along with all reasonable out of pocket expenses, including reasonable attorney's fees incurred by TPM in connection with enforcement of this Agreement; or (ii) pursue an action for damages and any other remedies available at law or equity; provided, however, in no event shall TPM be entitled to consequential, special or punitive damages.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and may not be amended except by written instrument executed by the Parties.

8. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

9. Recording. This Agreement shall not be recorded. Notwithstanding the foregoing, a Memorandum of this Agreement (the "Memorandum") shall be recorded in the Real Property Records of Caldwell County, Texas on the date hereof to evidence the existence of this Agreement. Provided that the ROFR conditions herein have been satisfied and TPM has not elected to purchaser the ROFR Property, or applicable portion thereof, or the ROFR Period has expired, then TPM will execute a release of the Memorandum, to be recorded in the Real Property Records of Caldwell County, Texas, with respect to the portion of the ROFR Property sold to a Speculative Purchaser (concurrently with the sale to a Speculative Purchaser), or within fifteen (15) days after the end of the ROFR Period. If TPM fails to execute such release, LEDC shall be permitted to execute a release of the Memorandum, to be recorded in the Real Property Records of Caldwell County, Texas, with respect to the portion of the ROFR Property sold to a Speculative Purchaser or for all remaining ROFR Property at the end of the ROFR Period, provided that LEDC certifies in such release that either (i) the ROFR conditions herein have been satisfied in full by LEDC, or (ii) the ROFR Period has expired.

10. Time. Time is of the essence hereof. The parties require strict compliance with the times for performance set forth herein.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one original document. A counterpart of this Agreement transmitted by email or other electronic means shall, if it is executed, be deemed in all respects to be an original document, and any email, or other electronic signature shall be deemed an original signature and shall have the same binding legal effect as an original executed counterpart of this Agreement.

12. Binding Effect. The restrictions set forth herein shall run with the ROFR Property.

SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of
the date first set forth above.

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of
the date first set forth above.

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By: _____
Ben F. Spencer, Manager

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement ("Memorandum"), effective as of the ____ day of October, 2021, TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its successors or assigns ("TPM") and LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation, declare and agree as follows:

1. TPM and LEDC confirm that they are parties to that Right of First Refusal Agreement dated October ____, 2021 ("Agreement"), whereby TPM has certain rights to purchase the real property described in Exhibit "A" attached hereto and made a part hereof ("ROFR Property").

2. The notice addresses for TPM and LEDC are as follows:

LEDC: Lockhart Economic Development Corporation
Attn: _____

Telephone: _____
Email: _____

With a copy to:

Attn: _____

Telephone: _____
Email: _____

TPM: Titan Property Management, LLC
Attn: Joe Iannacone
4903 Woodrow Ave., Bldg. A
Austin, Texas 78756
Telephone: 512-720-7200
Email: jiannacone@titan-development.com

With a copy to: Christopher M. Pacheco
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico 87120
Telephone: 505-998-0163
Email: cpacheco@titan-development.com

3. Provided that the ROFR conditions set forth in the Agreement have been satisfied or the ROFR Period has expired, TPM shall execute a Release or Partial Release, as applicable, of this Memorandum, to be recorded in the Real Property Records of Caldwell County, Texas. Should TPM fail to execute such release in accordance with the Agreement, LEDC shall be permitted to execute a Release or Partial Release, as applicable, of this Memorandum, to be

recorded in the Real Property Records of Caldwell County, Texas, provided that LEDC certifies in such Release or Partial Release that either (i) the ROFR conditions as set forth in the Agreement have been satisfied in full by LEDC, or (ii) the RORF Period has expired, and (iii) TPM has failed or refused to execute such Release or Partial Release as required by the Agreement.

4. This Memorandum is to be recorded in the Real Property Records of Caldwell County, Texas and may be amended by duly recording an instrument executed and acknowledged as approved by TPM and LEDC.

5. This Memorandum shall be construed under and enforced in accordance with the laws of the State of Texas without regard to conflict of law principles.

6. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

7. This Memorandum may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first set forth above.

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By: _____
Ben F. Spencer, Manager

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This information was acknowledged before me on this ____ day of October, 2021 by Ben F. Spencer, as manager of Titan Property Management, LLC, a New Mexico limited liability company, on behalf of said company.

Notary: _____
Printed Name: _____
Notary Public, State of New Mexico
My Commission Expires: _____

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF CALDWELL)

This instrument was acknowledged before me on _____, 2021, by _____
_____, as _____ of LOCKHART ECONOMIC DEVELOPMENT
CORPORATION, a Texas Type B sales tax corporation, on behalf of the corporation.

Notary: _____
Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit "A"
To Memorandum of Agreement
Legal Description of ROFR Property

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, NOVEMBER 8, 2021
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Frank Estrada; Sally Daniel

Board Members Absent: Doug Foster

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:03 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding Project Iron Ore for a performance agreement with Blackjack II, LLC. pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:04 PM and Closed at 6:05 PM

2.2 Hold a public hearing regarding a performance agreement with Old Pal Bar for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:05 PM and Closed at 6:06 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the October 4, 2021 meeting.

No Discussion.

Motion to approve the minutes from the October 4, 2021 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.2 Discussion and/or action regarding sales tax and financial statements for September and October 2021.

Fiscal year-end close is being finalized and will be reported at the next meeting

Motion to approve the September and October 2021 financial statements.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.3 Discussion and/or action regarding LEDC Resolution 2021-06 for an economic development performance agreement with Old Pal Bar for a Big Grant.

Motion to approve LEDC Resolution 2021-06.

Motion: Frank Estrada

Second: Sally Daniel

Vote: 5 of 5

4.4 Discussion and/or action regarding LEDC Resolution 2021-07 for an economic development performance agreement with Blackjack II, LLC.

A question regarding the length of utility extension was brought up and they are both well under a mile. Greg Zenghi from Iron Ox gave a brief overview of the location and plans for the new location.

Motion to approve LEDC Resolution 2021-07.

Motion: Alfredo Muñoz

Second: Frank Estrada

Vote: 5 of 5

4.5 Discussion and/or action regarding a property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

5. Executive Session – No executive session held

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Hyperion
- Iron Ore
- Porterhouse

6. Board Action from Executive Session

None

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Morales gave an update on the LEDC Staff activities for October 2021.

ADJOURN

Motion to Adjourn.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

LEDC Board of Directors Adjourned at 6:49 PM.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)
MINUTES

Monday, November 8, 2021 - 6:00 P.M.

Page 2 of 3

Minutes approved this the _____ day of _____, 2021.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss Chapter 380 agreement with Blackjack II, LLC (Iron Ox) to provide incentives for economic development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This 380 agreement works in concert with the Performance Agreement with Iron Ox for its proposed new facility on 85-acres on Commerce Street. The economic development performance agreement background includes the project details. The 380 agreement provides a 5-year property tax rebate to Iron Ox once the project is completely developed and a certificate of occupancy has been obtained. The 5-year rebate on City ad valorem tax percentages are as follows:

Year 1:	75%
2:	66
3:	50
4:	33
5:	25

Total Incentive Estimate: \$1,531,650

Estimated Net Benefit to City over 10 years: \$11,653,796

This 5-year rebate only applies to the new facility on Commerce Street, not the existing facility on Reed Avenue that is currently under construction. The Agreement also sets forth investment and job creation requirements.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: The Chapter 380 agreement reflects what was discussed with Council on October 19, 2021.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve a Chapter 380 agreement with Blackjack II, LLC to provide incentives for economic development.

LIST OF SUPPORTING DOCUMENTS: Iron Ox 380 agreement Final

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between THE CITY OF LOCKHART, TEXAS (“City”), a Texas home-rule municipal corporation, and Blackjack II, LLC. (“Iron Ox”).

RECITALS

Pursuant to Chapter 380, Texas Local Government Code, City is authorized to authorized to establish a program, including the making of loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity within the City.

Iron Ox desires to purchase land, construct at least a one-million (1,000,000) square foot facility in the City, bring jobs to the City, and participate in the Economic Development Program established in this Agreement.

Iron Ox intends to make a total investment of one-hundred twenty million dollars (\$120,000,000.00) in equipment, personal property, inventory, real property, and improvements to real property over the period of this Agreement.

City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if a facility is successfully developed on the Property.

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Iron Ox agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein for all purposes

Section 2. Chapter 380 Program and Consideration

The City finds and the parties hereto agree that the program established by this Agreement will promote state and local economic development and will stimulate business and commercial activity in the City of Lockhart. City and Iron Ox enter into this Agreement in consideration of such economic development and stimulation of business and commercial activity as well as the mutual covenants contained herein.

Section 3. Term

This Agreement shall have a term of five (5) years, commencing on January 1 of the calendar year following Iron Ox's completion of construction and securing of a Certificate of Occupancy from the City and terminating at midnight on the fifth anniversary of that date unless sooner terminated as provided herein. For example, if construction is completed and a Certificate of Occupancy obtained in 2023, Year One of this agreement will commence on January 1, 2024.

Section 4. IRON OX Requirements

Iron Ox agrees:

- (a) To acquire sufficient land in the City of Lockhart, estimated to be eighty-five (85) acres, ("the Property") that will be suitable for the construction of a facility for the indoor cultivation of agricultural crops, and for the operation of Iron Ox activities thereon ("the Facility").
- (b) Construct the Facility on the Property of at least one-million (1,000,000) square feet and with other improvements, including equipment, with a project budget of approximately one-hundred-twenty million dollars (\$120,000,000.00) in capital investment, provided that IRON OX shall be entitled to revise the budget as a result of, among other things, savings realized by value engineering, reduction of costs in building materials, equipment, labor and other components of the Facility, and substitution of individual facility components.
- (c) Employ a minimum of twenty-eight (28) Full Time Equivalent ("FTE") employees within the first three (3) years from the commencement of the term of this Agreement, each of whom shall receive an average annual compensation of thirty-two thousand dollars (\$32,000.00) plus benefits, including healthcare.
- (d) Iron Ox shall provide the City with proof of employment of employees by submitting copies of payroll records and federal employment tax forms or other documentation satisfactory to the City, which shall be provided within thirty (30) days of the end of each year of the term of this Agreement.

Retain at least that number of FTE employees until the end of the term of this Agreement.

The term "Full Time Equivalent," as used in this Agreement, shall mean employment during a calendar year that is equal to a total of at least 1,820 hours including hours associated with holidays, vacation, sick and personal time, and overtime. No more than two employees whose annual hours of employment are less than 1,820 hours, but whose combined time equals or exceeds that number of hours, may be counted as one FTE employee.

- (e) Keep current in the payment of taxes owed for the Facility to any taxing jurisdiction in which the Facility is located unless such taxes are being legally contested by Iron Ox.

Section 5. City Requirements

- (a) In consideration of Iron Ox's agreement to perform the acts described above, City agrees to provide an annual grant to Iron Ox in an amount of money equal to a percentage of the annual City of Lockhart ad valorem taxes paid by Iron Ox on real and personal property based solely on any improvements to the real property ("increment") for that year and actually collected by the City.

- (b) The amount of each annual grant to be paid to Iron Ox by the City shall be calculated as follows:

For Year one: seventy-five percent (75%) of the increment attributable to that year and paid to the City;

For Year two: fifty percent (50%) of the increment attributable to that year and paid to the City;

For Year three: forty percent (40%) of the increment attributable to that year and paid to the City;

For Year four: thirty percent (30%) of the increment attributable to that year and paid to the City;

For Year five: twenty-five percent (25%) of the increment attributable to that year and paid to the City;

After such five-year period, all tax reimbursement grants by the City shall cease.

- (c) City shall pay Iron Ox the applicable amount of each annual grant, following Iron Ox's payment of ad valorem taxes for that year, on or before March 31 of the calendar year following such payment.

Section 6. Recapture/Termination

In the event that Iron Ox begins operating the Facility on the Property, but subsequently discontinues operating such facility for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of Iron Ox for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this Agreement within 30 days of the expiration of the 180 days. The burden shall be upon Iron Ox to prove to the satisfaction of the City

that the discontinuance of operating the distribution facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Iron Ox. In the event Iron Ox meets this burden and the City is satisfied that the discontinuance of the operation of the distribution facility was the result of events beyond the control of Iron Ox, then Iron Ox shall have a period of one (1) year in which to resume the operation of the distribution facility. In the event that Iron Ox fails to resume the operation of a distribution facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the expiration of the one-year period.

In the event that Iron Ox allows ad valorem taxes on property, business personal property, or inventory not subject to tax waiver owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of such event

In the event that Iron Ox relocates the business to a location outside of the City of Lockhart, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the relocation.

In the event that the City determines that Iron Ox is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give Iron Ox thirty (30) days written notice to cure such default. Except as a result of fire, explosion, other casualty, accident, natural disaster, or other event beyond the control of Iron Ox, in the event such default is not cured to the satisfaction of the City within the thirty (30) days notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the default.

In the event that Iron Ox shall fail to repay the City within 30 days of the date such repayment is due under any provision of this Section, Iron Ox hereby agrees that the City may place a lien on Property belonging to Iron Ox and located in Caldwell County, Texas for full payment of such monies.

Section 7. Certification of Compliance by Iron Ox

On or before March 1 of each year that this Agreement is in effect, Iron Ox shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that Iron Ox has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any

reasonable time, shall have the right to review any and all records of Iron Ox related to the provisions of this Agreement.

Section 8. Entire Agreement

This Agreement contains the entire agreement between the City and Iron Ox with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and Iron Ox.

Section 9. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Iron Ox may assign its rights and obligations under this agreement only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

IRON OX:	Blackjack II, LLC Attn: Brandon Alexander 955 Terminal Way San Carlos, CA 94070
City:	City Manager, City of Lockhart P.O. Box 239 Lockhart, Texas 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Applicable Law

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

Section 13. Severability

In the event that 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 hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14. Mutual Assistance

City and IRON OX agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

THE CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Connie Constancio, City Secretary

Blackjack II, LLC

Brandon Alexander, CEO

State of Texas)
)
County of Caldwell)(

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public

My Commission expires:

State of _____)(

County of _____)(

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Brandon Alexander known to me to be the CEO of IRON OX, INC.

Notary Public

My Commission expires:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss entering into a Water Service Agreement between Polonia WSC and the City of Lockhart to authorize the City of Lockhart to serve water utilities to approximately 49.96-acres generally known as 127 Old Luling and authorizing the Mayor to sign agreement.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The owners of property located at 127 Old Luling Road have approached the City of Lockhart and Polonia WSC in regards to servicing their property with water utilities. Polonia is the current holder of water certificate of convenience and necessity "CCN", which includes this parcel. However, Polonia WSC acknowledges that they lack the service capacity to serve this property's development as projected by the property owner.

Polonia WSC and Aqua WSC are currently in the midst of filing to transfer Polonia's CCN to Aqua with the Public Utility Commission. This transfer will not be complete until early 2022. Filing a formal application for the transfer of a single parcel with the PUC during an active PUC filing would be disruptive and delay approvals. Polonia WSC agrees that entering a Water Service Agreement with the City to serve this property will satisfy all parties until formal filing with the PUC can take place.

Texas Water Code Section 13.248 (TWC Sec. 13.248) authorizes contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities. If the Water Service Agreement is approved, it will authorize the City to serve until the transfer of the water CCN can be filed with the PUC. Similar to other developments within the City's water service area, the property owner would also be expected to extend water and wastewater utilities to serve their development.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the Water Service Agreement with Polonia WSC.

LIST OF SUPPORTING DOCUMENTS: Water Service Agreement , Map - 127 Old Luling Road, Map - 127 Luling Rd CCN

WATER SERVICE AGREEMENT

This Water Services Agreement (the “Agreement”) is made and entered into as of ____, 2021 (the “Effective Date”) by and between the Polonia Water Supply Corporation (“Polonia”), a retail public utility and Texas corporation, 127 Old Luling LLC, a Texas limited liability company (“Owner”), and the City of Lockhart (“City”), a Texas home rule municipal corporation. Polonia, Owner, and the City are each a “Party.” Collectively, they are the “Parties.”

RECITALS

WHEREAS, Owner owns that certain approximately 49.96-acre piece of property generally known as 127 Old Luling Road, Lockhart, TX 78644 and described as the West one-half of a called 100-acre tract conveyed to Owner by deed of record in 2021-002018 of the Official Public Records of Caldwell County, Texas (“the Property”);

WHEREAS, Polonia is a holder of water certificate of convenience and necessity (“CCN”) No. 10420, which includes certain service areas with boundaries within Caldwell County, Texas;

WHEREAS, the City is the holder of CCN No. 10295, which includes certain service areas with boundaries within Caldwell County, Texas;

WHEREAS, Texas Water Code Section 13.248 (TWC Sec. 13.248) authorizes contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities;

WHEREAS, both Polonia and the City are retail public utilities, as that term is defined in Texas Water Code Section 13.002(19);

WHEREAS, Public Utility Commission Substantive Rule, 16 TAC Sec. 24.253, implements TWC Sec. 13.248 and provides that “If approved by the commission after notice and hearing, contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities are valid and enforceable and are incorporated into the corresponding certificates of convenience and necessity (CCNs);” and

WHEREAS, the Parties desire that Polonia contract with the City to provide water service to the Property from the Effective Date, and that the Property be transferred to the City’s water CCN;

NOW THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1.1 Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if fully set forth herein.

1.2 Service Rights. Upon the Effective Date, Polonia permits, and the City agrees to provide, under terms mutually agreeable to the City and Owner, water service to the Property.

1.3 Transfer of Water Service Jurisdiction. Upon Public Utility Commission approval of this agreement pursuant to TWC Sec. 13.248 and 16 TAC Sec. 24.253, Polonia agrees to transfer and convey to the City, and the City agrees to accept from Polonia the water service jurisdiction for the Property. The Parties agree to modification of their water CCNs, accordingly, subject to approval by the Public Utility Commission. The Parties agree that neither the Owner nor the City shall be required to pay any fee per acre or living unit equivalent to Polonia. Owner shall only be responsible for the reimbursement of reasonable consulting and legal fees to assist the City with execution of the application and approval by the Public Utility Commission of said transfer agreement.

GENERAL PROVISIONS

2.1 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

2.2 Entire Agreement. This Agreement, along with any exhibits, reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter thereof.

2.3 Notice. The following notice requirements shall apply with regard to notice by the Parties to each other, except with regard to other or additional requirements that may apply to documents served on all parties as provided in 16 Tex. Admin Code §§ 22.74 and 24.239. When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. Notices and routine communications to the City, Owner, and Polonia shall be addressed as follows:

City:

City of Lockhart
Attn: City Manager

308 W San Antonio St.
Lockhart, TX 78644

with a copy to:

Messer, Fort, McDonald PLLC
Attn: City Attorney Monte Akers
13625 Pond Springs Road, Suite 204
Austin, TX 78729
monte@txmunicipallaw.com

Polonia:

Attn: _____
2990 FM 1185
Lockhart, TX 78644
[Email]

Owner:

127 Old Luling LLC
105 Rancho Trl
Georgetown, TX 78628

With a copy to

Drenner Group, P.C.
Attn: Charley Dorsaneo
200 Lee Barton Drive, Suite 100
Austin, Texas 78704
cdorsaneo@drennergroupp.com

2.4 Successors and Assigns. This Agreement shall bind the Parties and their legal successors and is assignable by any Party without prior written consent of the other Party. All of the respective obligations of each Party shall bind that Party and shall apply to and bind any successors or assigns of that Party.

2.5 Venue. Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Caldwell County, Texas.

2.6 Multiple Originals. This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

2.7 Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

2.8 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

2.9 Enforceability. The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

[Signature Pages Follow]

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date provided above.

CITY: LOCKHART, TEXAS,

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF CALDWELL §

This instrument was acknowledged before me on the day of _____, 2021, by _____, as _____ for the City of Lockhart, a Texas municipal corporation.

[SEAL]

Notary Public, State of Texas

POLONIA WATER SUPPLY CORPORATION,
a Texas corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF CALDWELL §

This instrument was acknowledged before me on the day of _____, 2021, by _____,
as _____ for the Polonia Water Supply Corporation, a Texas municipal corporation.

[SEAL]

Notary Public, State of Texas

OWNER

127 Old Luling LLC,
a Texas limited liability company

By: _____
Name: Rupe Gopani
Title: Manager

ACKNOWLEDGMENT

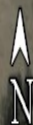
STATE OF _____ §
§
COUNTY OF _____ §

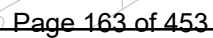
On this day, the ____ of _____, 2021, personally appeared Rupe Gopani, Manager of 127 Old Luling LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[SEAL]

Notary Public, State of _____

127 Old Luling Road





City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss Resolution 2021-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2022 to December 31, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: During the September 21, 2021 meeting, the Council approved Resolution 2021-16 that listed Alfredo Munoz and Sally Daniel as the City of Lockhart's nominations to be placed on a ballot for the CCAD Board of Directors that consists of five members. Attached is the ballot that the City received from the Caldwell County Appraisal District (CCAD) requesting that each taxing entity cast votes for the CCAD Board of Directors for the term of office from January 1, 2022 to December 31, 2023. The ballot consists of 8 candidates running for 5 Director positions. The Director will serve a two-year term beginning on January 1 of even numbered years. The City of Lockhart is entitled to cast 427 votes. The Council may cast all votes for one candidate or may distribute the votes among any number of candidates up to 427 votes. The deadline to submit the votes to the CCAD is December 15, 2021. Staff will submit the necessary documentation to the CCAD after the Council has cast their vote(s).

In 2019, the Council cast all votes (453) to Alfredo Munoz.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On September 21, 2021, Council approved Resolution 2021-16 nominating Alfredo Munoz and Sally Daniel to be placed on the ballot for CCAD Board of Directors.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Resolution 2021-19, CCAD Current Board of Directors, Notice from CCAD

RESOLUTION 2021-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS CASTING VOTES FOR DIRECTOR(S) TO SERVE ON THE CALDWELL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF OFFICE FROM JANUARY 1, 2022 TO DECEMBER 31, 2023.

WHEREAS, the City of Lockhart is entitled to cast 427 votes for one or more nominee's to serve on the Caldwell County Appraisal District Board of Directors; and,

WHEREAS, the deadline to cast and submit these votes to the Chief Appraiser is December 15, 2021; and,

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lockhart City Council hereby casts 427 votes for nominee(s) to serve on the Caldwell County Appraisal District Board of Directors as documented in "Exhibit A" as attached.

This Resolution shall be in full force and effect immediately upon its Passage, Approval and Adoption on this the 16th day of November 2021.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

EXHIBIT "A"
ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2022-2023 TERM

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Andy Govea	_____
Kathy Haigler	_____
Linda Hinkle	_____
Alfredo Munoz	_____
Jon Reyes	_____
Sonja Villalobos	_____

TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County-----	1669
City of Lockhart-----	427
City of Luling-----	121
City of Martindale-----	28
City of Mustang Ridge-----	11
City of Niederwald-----	3
City of San Marcos-----	18
City of Umland-----	2
Lockhart ISD-----	1717
Luling ISD-----	584
Prairie Lea ISD-----	126
Hays ISD-----	47
Gonzales ISD-----	34
San Marcos ISD-----	187
Waelder ISD-----	22
Austin Comm. College-----	4
 TOTAL-----	 5000

Board of Directors

Board Member	Location
Sally Daniel	Lockhart
Kathy Haigler	Dale
Alfredo Munoz	Lockhart
Lee Rust	Luling
Sonja Villalobos	Martindale

The Appraisal District Board of Directors Role in the Property Tax System

The local property tax system follows the principle of checks and balances.

An appraisal district board of directors hires the chief appraiser, sets the budget and appoints the appraisal review board members.

The directors have no authority to set values or appraisal methods.

The chief appraiser carries out the appraisal district's legal duties, hires the staff, makes the appraisals and operates the appraisal office.

Regular board meetings take place on the 4th Tuesday of the month at 6:00 p.m. located in the Caldwell County Appraisal District office.

original from Larison
cc: LW
cc: SL
Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

OCT 19 2021

RECVD. BY: _____
TIME RECVD: _____

DATE: October 18, 2021
TO: Presiding Officers
FROM: Shanna Ramzinski, Chief Appraiser
RE: Selection of Appraisal District Directors

Enclosed you will find your ballot and the number of votes that your taxing unit is entitled to in this election. The upcoming term of office is from January 1, 2022 to December 31, 2023.

Each taxing unit must cast its vote by written resolution and submit it to the chief appraiser before December 15, 2021. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. The five candidates receiving the most votes will be declared the winners.

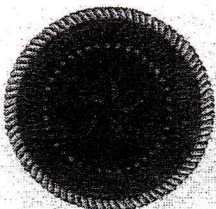
A voting unit must cast its votes for a person nominated and named on the ballot. Votes cast for someone not listed on the ballot cannot be counted.

The ballot should be dated and signed by the presiding officer of the taxing unit and returned along with a copy of the resolution to the Chief Appraiser, Caldwell County Appraisal District, P. O. Box 900, Lockhart, Texas 78644, before December 15, 2021.

Best Regards,

Shanna Ramzinski
Shanna Ramzinski
Chief Appraiser

Enc: Ballot



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

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

**ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2022-2023 TERM**

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Andy Govea	_____
Kathy Haigler	_____
Linda Hinkle	_____
Alfredo Munoz	_____
Jon Reyes	_____
Sonja Villalobos	_____

TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County-----	1669
City of Lockhart-----	427
City of Luling-----	121
City of Martindale-----	28
City of Mustang Ridge-----	11
City of Niederwald-----	3
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Luling ISD-----	584
Prairie Lea ISD-----	126
Hays ISD-----	47
Gonzales ISD-----	34
San Marcos ISD-----	187
Waelder ISD-----	22
Austin Comm. College-----	4
 TOTAL-----	 5000

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discuss confirming the Caldwell County Commissioner Court's appointment of Steve Lewis to the Texas Innovation Corridor Transportation Alliance.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Innovation Corridor Transportation Alliance (Alliance) is being constituted at the direction of the Greater San Marcos Partnership's (GSMP) Vision2025 strategic plan. The Alliance's formation and administration is led by the members of the GSMP's Implementation Workgroup focused on the third goal of the Vision2025 plan.

The purpose of the Alliance is not to duplicate or replace any other transportation plans or organizations, but rather to improve coordination between entities within the GSMP footprint. Like many other components of economic development, transportation systems are most valuable when cohesively linked to a broader system, and the role of the Alliance is principally to strengthen regional transportation cooperation within the GSMP footprint.

The Alliance is composed of eleven voting seats, which may be modified at the discretion of the GSMP Board. Each entity with a seat within the Alliance is recommended to have a primary representative, a designated alternate, and a technical representative, all of which may attend Alliance meetings. Self-appointing institutions shall affirm their representative on an annual basis. For any entity holding a seat on CAMPO's Transportation Policy Board, the representative serving in the CAMPO seat may be considered for service on the Alliance. The two "community" seats appointed by each respective County Commissioners Court are intended to be rotated amongst municipalities not already represented on the Alliance.

On November 8, 2021, the Commissioners Court appointed Steve Lewis as Caldwell County's appointee to the Alliance.

Attached is a document providing details about the Alliance's mission, composition, and formation framework.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Texas Innovation Corridor Transportation Alliance Information

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

PREAMBLE: The Texas Innovation Corridor Transportation Alliance (“TxIC TA” or “the Alliance”) is being constituted at the direction of the Greater San Marcos Partnership’s (the “GSMP”) Vision2025 strategic plan. The Alliance’s formation and administration is led by the members of the GSMP’s *Implementation Workgroup* focused on the third goal of the Vision2025 plan, which is to *Accommodate and Manage Quality Growth* (known as *Workgroup 3* or “WG3”), and the staff of the GSMP.

As a regional economic development organization, the GSMP acknowledges the importance of safe, efficient, and sustainable transportation as a core component of business infrastructure and logistics, competitive quality of place, and resident quality of life. A well-functioning, diverse, and scalable transportation system is critical toward “accommodate[ing] and manag[ing] quality growth.”

However, the GSMP is not a transportation planning organization. Many of the communities and institutions represented within the footprint of the GSMP have their own detailed transportation plans, capital projects, planning and transportation departments, and networks of grassroots transportation advocacy organizations. Some are also members of larger state, MPO, and MSA level transportation planning, policy, and funding regimes.

The purpose of the Alliance is not to duplicate or replace any of these other plans or organizations, but rather to improve coordination between entities within the GSMP footprint. Like many other components of economic development, transportations systems are most valuable when cohesively linked to a broader system, and the role of the Alliance is principally to strengthen regional transportation cooperation within the GSMP footprint.

The Alliance is also an opportunity to create a venue outside the strictures of formal policymaking or executive bodies where potentially transformative regional transportation initiatives can be identified and assessed. While the Alliance is not empowered to take any executive or legislative action of its own, it is intended to serve as an incubator where innovative ideas may be tested. The Alliance may then make recommendations that help build consensus within the region that ultimately lead to tangible action by the appropriate authorities.

The GSMP excels at regional partnership and is therefore uniquely positioned to bring together members of the Alliance with these intentions in mind to cooperate toward the following Mission Statement.

MISSION STATEMENT: *The Texas Innovation Corridor (TxIC) Transportation Alliance exists to foster the development of a world-class and multi-modal regional transportation system by facilitating cooperation amongst Alliance members on regional transportation initiatives and identifying innovative regional mobility solutions. The overarching goal of the Alliance is to accommodate and manage quality growth by promoting safe, efficient, and sustainable transportation options for the residents of the growing Texas Innovation Corridor and its future generations.*

ALLIANCE COMPOSITION: The Alliance shall be composed of eleven (11) voting seats, which may be modified at the discretion of the GSMP Board. Each entity with a seat within the Alliance is recommended to have a primary representative, a designated alternate, and a technical representative, all of which may attend Alliance meetings.

Self-appointing institutions shall affirm their representative on an annual basis. For any entity holding a seat on CAMPOs Transportation Policy Board, the representative serving in the CAMPO seat may be considered for service on the Alliance. The two “community” seats appointed by each respective County Commissioners Court are intended to be rotated amongst municipalities not already represented on the Alliance. A chair (its delegee or staff liaison) of WG3 shall contact and verify each entity’s selection prior to the end of each fiscal year.

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

The GSMP Representative and the three At-large members shall be nominated by the then-current WG3 members through a nomination and consensus process during Q4 of each fiscal year and shall then be confirmed at the annual meeting of the GSMP Board. All appointments shall be annual, and representatives may be reappointed with the GSMP and At-Large seats subject to a maximum term of five (5) years.

#	Seat	Term	Note
1	Hays County	Annual	Consider CAMPO appointee or another knowledgeable representative
2	Caldwell County	Annual	Consider CAMPO appointee or another knowledgeable representative
3	City of San Marcos	Annual	Consider CAMPO appointee or another knowledgeable representative
4	City of Kyle	Annual	Consider CAMPO appointee or another knowledgeable representative
5	Texas State University	Annual	As appointed by the President, or delegee
6	Hays County Community	Annual	Rotating Municipality Representative Appointed by Commissioners Court
7	Caldwell County Community	Annual	Rotating Municipality Representative Appointed by Commissioners Court
8	GSMP Representative	Annual	Non-Staff Member involved in WG3
9	At-large A	Annual	Recommended – Transportation Planner
10	At-large B	Annual	Recommended – Transportation NPO
11	At-large C	Annual	Open requirements

A number of other offices and organizations are acknowledged as critical players in regional transportation. A few are listed below. These entities will receive invitations to attend each meeting. While they will be non-participatory, there may be time set aside in each meeting for questions or open discussion with attending parties. Alliance members may also call upon attendees for specific questions during the proceedings.

State Representative Offices	State Senator Office
The Greater Austin-San Antonio Corridor Council	TXDOT Austin District Engineer
CAMPO	SH130
AAMPO	CARTS
Cap Metro	CAPCOG
VIA!	AARO Transportation Workgroup

MEETINGS AND AGENDA SETTING: The committee will meet quarterly or as needed to discuss and, as appropriate, make recommendations on items including, but not limited to:

- Existing Transportation initiatives occurring within, across, or through the TxIC with regional impact
- Proposed Transportation initiatives recommended for discussion
- Upcoming legislative/organizational action with potential to affect regional transportation

A proposed agenda shall be created by WG3 and delivered to the Alliance Chair no less than two weeks prior to each quarterly Alliance meeting. No less than one week prior to the next Alliance meeting, the Alliance Chair shall advise the GSMP staff liaison whether each item is approved or rejected as well as add any additional items to the agenda at their discretion. The GSMP staff liaison shall then circulate the final draft agenda to the Alliance, noting any Chair-rejected agenda items. No less than two days prior to the Alliance meeting, any two other Alliance members may join together to place any additional items (including a rejected item) onto the agenda.

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

TIMING, VOTING, AND ATTENDANCE: The Alliance shall follow the GSMP fiscal year ending September 30. The Alliance members may set the time for each quarterly meeting. In the absence of any established time, the Alliance shall meet on the sixth Wednesday of each quarter at 5PM. For any business before the Alliance, only the primary representative may vote, unless the representative delegates his or her voting authority to their alternate in a written communication to the Alliance Chair prior to a meeting in which the primary representative will not attend. The technical representative is advisory only and shall not vote. If a primary representative misses two consecutive meetings of the Alliance, the representative shall be subject to automatic removal from the Alliance unless said removal is waived by a majority vote of the other members at the following Alliance meeting.

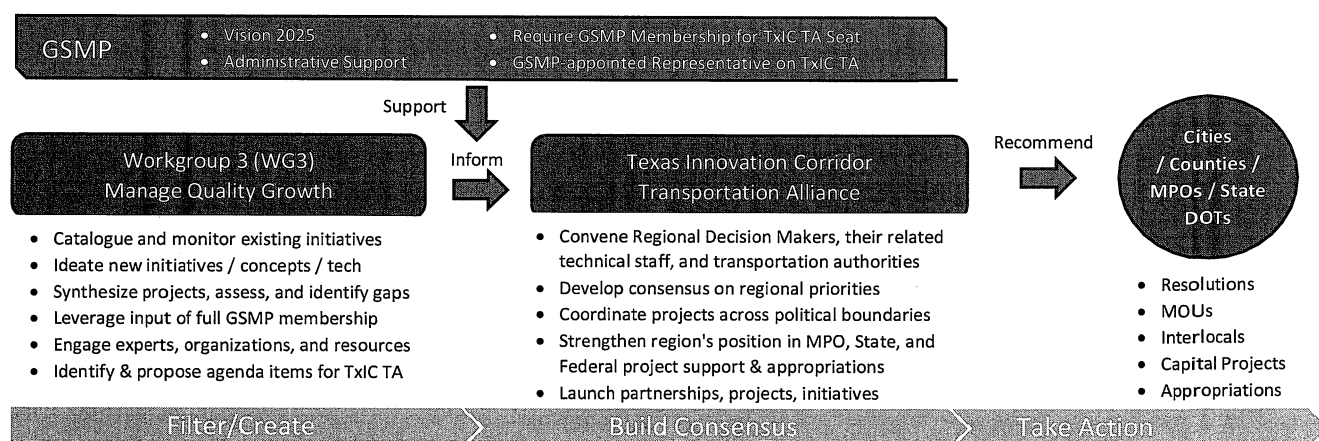
ALLIANCE LEADERSHIP: At the first meeting of the Alliance each year, the Alliance shall elect a Chair and Vice Chair. Prior to election of the year's leadership, the meeting shall be convened and run by the past year's Chair or Vice Chair, if they continue to serve on the Alliance. In the absence of either past year's leadership continuing on the Alliance, the GSMP representative shall convene the meeting prior to the election of new leadership.

STAFF SUPPORT: GSMP will provide administrative staff support for Alliance meetings. Additional projects needing staff support will be assigned on a per project basis to GSMP staff, an Alliance member's technical members, volunteers within WG3, or transportation-advocate organizations. The GSMP does not retain any qualified transportation planners and any technical analysis will be done by others.

REPORTING: GSMP staff will provide minutes from Alliance meetings to WG3 members and be available to members of the GSMP board upon request.

FUNDING: The GSMP shall provide any nominal funding required to host the Alliance's meetings. No transportation project funding is anticipated to be allocated to the Alliance by the GSMP. Project-specific funding may be considered on a case-by-case basis and shall require approval and appropriation from any contributing Alliance Member's governing body, including, but not limited to, City Councils, Commissioner's Courts, and the GSMP Board, as applicable.

ROLES AND INTERPLAY



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

Open Meetings Act Suspensions Terminate effective September 1, 2021

In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:

- 1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
- 2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

On **August 29, 2021**, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

This item is returned to Council for consideration, if necessary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: Update of COVID-19 orders and Council actions, GA-39, GA-38, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

On **September 1, 2020**, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On **October 7, 2020**, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County. At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update. On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for \$5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On **March 2, 2021**, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On **May 13, 2021**, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On **June 15, 2021**, the consensus of the Council was to continue virtual attendance at meetings.

On **June 30, 2021**, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
 1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
 2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021**, Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.

On **October 11, 2021**, Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.



GOVERNOR GREG ABBOTT

August 25, 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

*Relating to prohibiting vaccine mandates and vaccine passports
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

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SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

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SECRETARY OF STATE
2:43 P.M. O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th
day of August, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

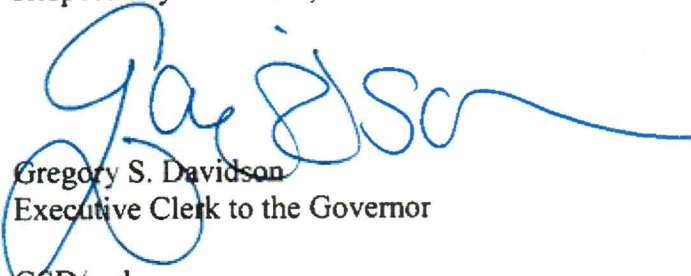
Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

WHEREAS, under Section 418.173, the legislature authorized as "an offense," punishable by a fine up to \$1,000, any "failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;"

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
 - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
 - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:
 - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
 - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
 - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

- in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.
- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
 - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
 - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
 - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
 - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
 - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
 - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
 - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
 - a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
 - a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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SECRETARY OF STATE
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JUL 29 2021

COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th
day of July, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

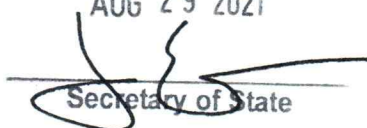


GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30 PM O'CLOCK

AUG 29 2021


Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

*Relating to prohibiting vaccine mandates,
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.
2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.
3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

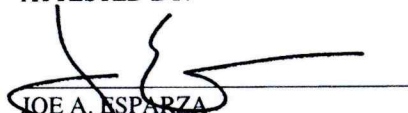
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021

**REGULAR MEETING
LOCKHART CITY COUNCIL**

OCTOBER 19, 2021

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Pam Larison, Finance Director
Jeanne Pendergrass, Animal Shelter Supervisor
Ernest Pedraza, Police Chief
Mike Kamerlander, Economic Development Dir.
Tina Ramsey, Lockhart Victim Assistance Team

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Sean Kelley, Public Works Director
Dan Gibson, City Planner
Jesse Bell, Police Captain
Doug Montgomery, Attorney

Citizens/Visitors Addressing the Council: Representatives of the Hays-Caldwell Women's Center; Dr. William Lawson; Beverly Haug and Brandy Spencer of the Lockhart Housing Authority; Citizens Donna Blaire, Tamara Carlisle, Len Gabbay, Will Rhodes, and Travis Tober;

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 OCTOBER 2021 AS DOMESTIC VIOLENCE AWARENESS MONTH.

Mayor White presented the proclamation to Representatives of the Hays-Caldwell Women's Center (HCWC) and the Lockhart Victim Assistance Team.

Tina Ramsey of the Lockhart Victim Assistance Team and Yvette Mireles of HCWC provided details about upcoming events to observe Domestic Violence Awareness month.

B. PRESENTATION OF A PROCLAMATION DECLARING OCTOBER AS CHIROPRACTIC HEALTH MONTH.

Mayor White presented the proclamation to Dr. William Lawson. Dr. Lawson thanked the City Council and encouraged chiropractic health care when necessary. He also encouraged everyone to stay healthy.

Mayor Pro-Tem Sanchez arrived at 6:48 p.m.

C. INTRODUCE BRANDY SPENCER, DIRECTOR OF THE LOCKHART HOUSING AUTHORITY, EFFECTIVE OCTOBER 1, 2021.

Beverly Haug of the Lockhart Housing Authority (LHA) introduced Brandy Spencer as the new LHA Director. Mayor White and the Council thanked Ms. Haug for serving as the Director of the Lockhart Housing Authority for 41 years. Ms. Spencer stated that she is looking forward to serving as the Director.

D. DISCUSS CITY COUNCIL MINUTES OF THE SEPTEMBER 21, 2021 MEETING.

Mayor White requested corrections. There were none.

E. DISCUSS 4TH QUARTER INVESTMENT REPORT FOR FISCAL YEAR 2020-2021.

Ms. Larison stated that the Texas Public Funds Investment Act requires local governments to review and accept quarterly investment reports for each quarterly reporting period of the fiscal year. She presented the 4th Quarter for Fiscal Year 2020-2021, ending September 30, 2021.

F. DISCUSSION TO TERMINATE PARKLETS PROGRAM OR TO ADOPT ORDINANCE NO. 2021-34 TO IMPLEMENT REVISED PARKLETS PROGRAM.

Mr. Lewis stated that the pandemic is having many negative effects on our local economy. Restaurants and other business establishments serving food and beverages have been hit hard. Parklets were seen as a way to allow restaurants to extend their activities into the public right-of-way on a temporary basis. At the time, reduced demand for parking coincided with increased demand for outdoor space.

Further, parklets assist restaurants in:

- overcoming limited interior spaces to meet social distancing standards,
- responding to reduced operating capacities,
- opportunities for customers to avoid indoor spaces, and
- remaining financially viable.

Upon expiration of the program, the Council received requests that it be continued, which is the purpose of this ordinance. If approved as drafted, the program will allow the owner of an established business in a district zoned for commercial uses to apply to establish a parklet in or on the sidewalk and/or parking places adjacent to or in close proximity to the business. The size of the parklet may not exceed two parking spaces and adjacent sidewalk, and no more than two parklets will be allowed per block face. If all owners along a block face agree, the size of parklets on that block may vary (e.g. one of three parking spaces and one of one space). The term of each parklet license shall be 90 days, with one extension of 90 additional days allowed if requested. Parklet licenses will be issued by the City Manager or his designee, but denial of an application may be appealed to the City Council. A license fee as set by the Council must accompany each application and request for renewal. As the pandemic subsides, consideration is given to the next steps. Parklets contribute to the atmosphere and vitality of a street. However, as the pandemic abates, the demand for on-street parking returns and cities are grappling with the future of these temporary spaces.

There was discussion.

Mayor White requested the following citizens to address the Council:

Donna Blaire, 831 San Antonio St., suggested a permanent parklet in downtown Lockhart since the pandemic is not coming to an end soon. The parklet allows for COVID safe outdoor dining.

Tamara Carlisle, 831 San Antonio St., stated that she runs a Bed & Breakfast and that most of her guests ask if there is outdoor dining. The outdoor dining promotes tourism and visitors to Lockhart. She requested that the parklet remain permanent.

Len Gabbay, 420 W. Prairie Lea, spoke in favor of the parklet and stated that he appreciates that he can enjoy outdoor activities such as First Friday and outdoor downtown events while sitting in the parklet. He stated that the parklet would promote shopping in the downtown area.

Will Rhodes, 418 N. Blanco, thanked Council and staff for allowing Courthouse nights. He stated that he supports the parklets. He suggested that the Council consider closing Main Street between 142 and Walnut and develop a safe parklet.

Travis Tober, 1009 Fannin St., spoke in favor of the parklet remaining in downtown district.

There was discussion.

Mayor White stated that the businesses are now at 100 percent capacity. The existing parklet license agreement has been given two extensions with an express direction to remove it after the second extension. The parklet has proven to be popular and a financially lucrative addition to a local business downtown. It opens up the question about renting public right-of-way in the street. Expanding parklets into the street changes the equation. Visitors are also consuming alcohol in the parklet. The current ordinance only allows two parklets at one time.

Mayor Pro-Tem Sanchez questioned the city's authority of allowing private use of the city right-of-way and about charging individuals for using the city right-of-way for a parklet.

Mr. Akers replied that cities have exclusive control over the streets and sidewalks. While parklets are unusual, it would be within the city's authority to allow it. Under Article II, Section 52 of the Constitution, a city cannot allow use of public property solely for the benefit of an individual, company or corporation. A city would need to be adequately compensated for the use of the right-of-way.

Councilmember McGregor spoke in favor of a permanent parklet program in the downtown area. She suggested involving the downtown businesses in establishing the parklet rules and regulations.

Councilmember Bryant spoke in favor of temporary parklets and stated that he does not believe that Lockhart is ready for permanent parklets in the downtown district prior to the downtown revitalization process.

Councilmember Michelson stated that he likes the parklet. He suggested that the Council continue to work on the proposed ordinance to possibly include regulations such as the amount of time that a parklet is allowed, whether alcohol can be consumed in the parklet, and whether someone can sit in a parklet if they are eating a meal from a different restaurant rather than the business that maintains it. He also questioned whether authorization of parklets be put on hold until the Council finalizes an official parklet ordinance outlining rules and regulations.

Councilmember Mendoza suggested a parklet in a mutual area where everyone could use.

Councilmember Westmoreland spoke in favor of the parklet. He stated that the parklet is a positive atmosphere to the downtown area. He encouraged a workshop about parklets.

Mr. Akers provided details about the proposed ordinance.

Mayor White suggested a workshop to consider a parklet program. The date and time will be determined during the regular meeting.

G. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

Mr. Kelley provided information and there was discussion regarding the following:

- Animal services activities.
- Animal Shelter hours:

CURRENT:

Monday-Friday (8am-4:30pm), Saturday & Sunday (8am-3:30pm)

PROPOSED

Tuesdays-Fridays (11am-6pm), Saturdays (12pm-4pm)

- The later start time would allow the shelter to be in a “presentable” condition prior to opening.
- Closing later will allow for pet owners to reclaim pets after regular business hours.
- The shelter would remain closed on Sundays and Mondays.
- Could implement in November.
- Amendments to City Ordinances (Chapter 10) are proposed for legal impound times, animal limitations, breeding restrictions, and feline licenses.
- Reassignment of Animal Services is proposed to be assigned from the Public Works Department to the Lockhart Police Department Sergeant to include training and professional development.
- Costs associated with the reassignment would include training and wages. Caldwell County would continue to share in the shelter operations budget.

There was discussion.

Chief Pedraza provided details about the new Sergeant position that would manage the Animal Control duties.

There was discussion regarding the trap, neuter and release (TNR) program. Mr. Lewis stated that staff would look into the TNR program and update the Council soon.

H. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

Mayor White stated that there were no changes to the COVID regulations.

RECESS: Mayor White announced that the Council would recess for a break at 8:35 p.m.

REGULAR MEETING

ITEM 1. CALL TO ORDER.

Mayor White called the meeting to order at 8:50 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-A. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-12 BY WILLIAM SCHOCK OF TERRA ASSOCIATES, INC., ON BEHALF OF AUSTIN PACIFIC ONE, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-32 FOR A ZONING CHANGE FROM RMD RESIDENTIAL MEDIUM BUSINESS DISTRICT AND IL INDUSTRIAL LIGHT DISTRICT TO RHD RESIDENTIAL HIGH DENSITY DISTRICT ON 9.902 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1824 BORCHERT DRIVE.

Mayor White opened the public hearing at 8:38 p.m.

Mr. Gibson stated that the subject property was recently purchased by the owner with the intent of developing as a multi-family residential complex. A small area of RHD zoning exists across the street, and the two areas of RHD zoning will be joined into one if this zoning change is approved. In general, the other existing zoning classifications to the north and west are more intense than the requested RHD zoning on the subject property, while the existing zoning classifications to the east and south are less intense. This means that the proposed RHD zoning could be viewed as an appropriate transition between the surrounding lower and higher intensity zoning classifications. Zoning standards will require the development to be screened with an opaque fence or wall where abutting the existing RMD zoning on the east side. Screening is not required on the sides abutting IL and AO zoning. The proposed RHD zoning classification is not entirely consistent with the Land Use Plan map, which designates the subject property as Medium Density Residential. However, the two zoning classifications are only one step apart in terms of density ranges. Staff believes that the proposed rezoning to RHD is an acceptable solution for the subject property given the wide range of existing land uses and zoning classifications in the area. There has been no response to the public hearing notification. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval. There was discussion.

Mayor White requested the applicant to address the Council.

William Schock of Terra Associates, Austin stated that the intent is to develop a multi-family residential complex. The owner will apply for a specific use permit to seek approval to put more than the maximum 12 units on the proposed property. There was discussion.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:52 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-32, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-13 BY ANDREW DODSON, P.E., ON BEHALF OF LOCKHART BOULEVARD PROJECT, LLC, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-33 FOR A ZONING CHANGE FROM AO AGRICULTURAL--OPEN SPACE DISTRICT TO 16.549 ACRES RHD RESIDENTIAL HIGH DENSITY DISTRICT AND 4.0 ACRES CMB COMMERCIAL MEDIUM BUSINESS DISTRICT ON A TOTAL OF 20.549 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 2207 WEST SAN ANTONIO STREET (SH 142).

Mayor White opened the public hearing at 8:55 p.m.

Mr. Gibson stated that multi-family housing is proposed on the north 16.549-acre portion of the property, and commercial uses are proposed on the south four-acre portion of the property. Lot 1 of the subdivision

is already zoned CMB. The Stanton apartments adjacent to the east are zoned RHD, so the proposed zoning change to RHD on the north portion of the property would simply expand the existing area of RHD. The proposed change to CMB on the south portion would expand the CMB classification abutting on the east side, as well as the existing CMB across West San Antonio Street. The transition to the existing CHB zoning abutting to the west is acceptable since most of the mutual boundary will be along the area proposed to be rezoned to CMB. The proposed RHD zoning classification is not consistent with the Industry future land use designation on the Land Use Plan map, and the proposed CMB zoning classification is not consistent with the High Density Residential future land use designation on the map. However, both parts of the zoning change are very consistent with adjacent classifications, so the resulting zoning pattern will be an improvement over the existing pattern in terms of the land uses allowed. The current Industry designation on the Land Use Plan map extends across to the north side of the railroad track, and was envisioned as an industrial node with convenient access to both rail and highway transportation. As it turns out, it's probably better to limit industrial uses to the north side of the track since the track provides a logical separation in the pattern of zoning classifications and land uses. The current AO zoning cannot accommodate any meaningful development in this growing area of the city, and both parts of the requested zoning change provide for appropriate transition of zoning classifications and land uses. There has been no response to the public hearing notification. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council. The applicant was not present.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 9:02 p.m.

Councilmember Bryant made a motion to approve Ordinance 2021-33, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4-C. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-14 BY JAVIER BARAJAS, P.E., ON BEHALF OF 900 LOCKHART, LLC, AND ANIL CHAUDHARY, AND DISCUSSION AND/OR ACTION TO CONSIDER A ZONING CHANGE FROM CLB COMMERCIAL LIGHT BUSINESS DISTRICT, RLD RESIDENTIAL LOW DENSITY DISTRICT, AND AO AGRICULTURAL--OPEN SPACE DISTRICT, TO 5.598 ACRES RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND 35.672 ACRES RLD RESIDENTIAL LOW DENSITY DISTRICT ON A TOTAL OF 41.27 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 900 STATE PARK ROAD (FM 20). (PROPOSED TO BE TABLED TO NOVEMBER 2, 2021, CITY COUNCIL MEETING DUE TO ERROR IN PUBLIC HEARING NOTICE.)

Mayor White opened the public hearing at 9:05 p.m.

Mr. Gibson stated that the tract under contiguous ownership is currently zoned CLB at the north end, with the remainder currently zoned RLD and AO. The applicant proposes to leave a portion of the existing CLB zoned area along State Park Road as CLB, so it is not included in the zoning change, but wishes to rezone the remainder of it to RMD and RLD. The larger area south of the proposed RMD zoning is already mostly zoned RLD, but because a small portion of the current CLB zoning extends into it and there is a strip of AO zoning along the south end, the easiest way to accomplish rezoning the piece is to simply rezone the south area from RLD, CLB, and AO to RLD. The end result will be a zoning pattern consisting of a strip of CLB at the north end along State Park Road, and a middle area zoned RMD for residential development that can include uses allowed in that district, including single-family dwellings and duplexes by-right, and other types of housing upon approval of a specific use permit. The larger south area will be entirely zoned RLD, which allows only single-family dwellings. Because all parts of the

property being rezoned will be residential, it should be compatible with existing residential development on the east and west sides. As with all new development, the most significant impact will be additional traffic. A traffic impact analysis (TIA) for new street connections to State Park Road will be required as part of the plat approval process. The south portion of the property is already zoned mostly RLD, and will be zoned entirely RLD if the zoning change is approved. The RLD classification proposed for the south 35.672 acres is consistent with the Low Density Residential land use designation for that area on the Land Use Plan map. The 5.598 acre area proposed to be rezoned to RMD would not be strictly consistent with the Low Density Residential and Light-Medium Commercial land use designations on the Land use Plan map, but RMD would be a suitable transition between the abutting CHB, CLB, and RLD classifications. One letter of opposition was received. In addition, the owners and residents of 1600 Sunrise Terrace, which abuts on the west side of the subject property, spoke at the Planning and Zoning Commission meeting and stated that they just wanted to learn more about what types of development that would be allowed in the requested RMD and RLD zoning classifications. Mr. Gibson stated that the Planning and Zoning Commission and staff recommended that the item be tabled due to an incorrect public hearing notice.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 9:12 p.m.

Councilmember McGregor made a motion to table consideration of ZC-21-14 until the November 2, 2021 Council meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 5. CONSENT AGENDA

Councilmember Michelson made a motion to approve consent agenda items 5A and 5B. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

The following are the consent agenda items that were approved:

5A: Approve City Council minutes of the September 21, 2021 meeting.

5B: Approve 4th Quarter Investment Report for Fiscal Year 2020-2021.

ITEM 6-A. DISCUSSION AND/OR ACTION TO TERMINATE PARKLETS PROGRAM OR TO ADOPT ORDINANCE NO. 2021-34 TO IMPLEMENT REVISED PARKLETS PROGRAM.

CONSENSUS: After discussion, the consensus of the Council was not to take action on the Ordinance and to schedule a public hearing/workshop on the 2nd Tuesday in December for further consideration about a parklet program and to invite the downtown business owners. The Parklet Agreement with 101 E. San Antonio Street will be extended until the Parklet ordinance and program is adopted.

Mayor Pro-Tem Sanchez made a motion to workshop the Parklet ordinance and program on the 2nd Tuesday in December 2021 and to invite all of the downtown businesses. Councilmember Mendoza seconded. The motion passed by a vote of 6-1, with Councilmember Bryant opposing.

ITEM 6-B. DISCUSSION AND UPDATE REGARDING THE RECENTLY COMPLETED PROGRAM EVALUATION OF THE LOCKHART ANIMAL SERVICES DIVISION.

CONSENSUS: Mr. Lewis stated that staff will return with ordinances and an update as discussed during the work session.

ITEM 6-C. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no discussion or action taken.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to boards and committees. There were none.

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

- Keep Lockhart Beautiful fall clean-up event - Saturday, November 6.
- Update regarding new fire truck for the Lockhart Fire Department.
- Library Updates.

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

Councilmember Mendoza thanked all that attended the Texas Municipal League Annual conference. He also thanked citizens for voting him as the 2021 Best Councilmember.

Mayor Pro-Tem Sanchez expressed condolences to the families of Susan Lay, Rosa Peralez, Margie Espinosa, Willie Carrizales, Jr., Faustino Yanez, and Joshua and Jacob Brown for their loss. She congratulated the HCCO for a successful barbecue cookoff event.

Councilmember McGregor encouraged everyone to stay safe during Halloween.

Mayor White thanked the Courthouse Nights for music events the past few months and the Lockhart Chamber for hosting a dedication of the mural at the State Farm building this weekend.

Mayor White announced that the Council would enter Executive Session at 9:25 p.m. to discuss the following:

ITEM 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 PENDING OR CONTEMPLATED LITIGATION; SETTLEMENT OFFER; OR LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE. Consultation with City Attorney regarding Opioid litigation and adoption of settlement resolution.**EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT. Discussion regarding Economic Development negotiations with Project Iron Ore and Project Hyperion.****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. Discussion regarding possible land acquisition.**

ITEM 12. OPEN SESSION.

Mayor White announced that the Council would enter Open Session at 10:07 p.m.

A. DISCUSSION AND/OR ACTION REGARDING OPIOID LITIGATION AND ADOPTION OF SETTLEMENT RESOLUTION.

Mayor Pro-Tem Sanchez made a motion to adopt Resolution 2021-17, as presented and to approve the settlement. Councilmember McGregor seconded. The motion passed by a vote of 7-0.

B. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT IRON ORE.

Councilmember Michelson made a motion to agree to offer incentives as discussed in Executive Session, to offer a 380 Agreement and to authorize staff to move forward with incentives as discussed. Mayor Pro-Tem Sanchez seconded. The motion passed by a vote of 7-0.

C. DISCUSSION AND/OR ACTION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS WITH PROJECT HYPERION.

There was no action.

D. DISCUSSION AND/OR ACTION REGARDING POSSIBLE LAND ACQUISITION.

There was no action.

13. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 10:12 p.m.

PASSED and APPROVED this the 16th day of November 2021.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC
City Secretary

**REGULAR MEETING
LOCKHART CITY COUNCIL**

NOVEMBER 2, 2021

6:30 P.M.

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

Council present:

Mayor Pro-Tem Angie Gonzales-Sanchez
Councilmember Juan Mendoza
Councilmember Jeffry Michelson

Mayor Lew White
Councilmember Derrick David Bryant
Councilmember Kara McGregor
Councilmember Brad Westmoreland

Staff present:

Steven Lewis, City Manager
Monte Akers, City Attorney
Sean Kelley, Public Works Director
Dan Gibson, City Planner
Jeanne Pendergrass, Animal Shelter Manager

Connie Constancio, City Secretary
Victoria Maranan, Public Information Officer
Randy Jenkins, Fire Chief
Pam Larison, Finance Director
Mike Mendoza, Animal Shelter Officer

Citizens/Visitors Addressing the Council: Citizens: Suzy Falgout, Javier Barajas, David Mendoza, Jason Balser, Alan Balser and James Tiemann.

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. DISCUSS RESOLUTION 2021-18 REQUIRING APPROVAL BY THE CITY COUNCIL OF THE CITY OF LOCKHART FOR THE 2021 CERTIFIED PROPERTY TAX ROLL.

Ms. Larison stated that Section 26.09 of the Property Tax Code requires approval by the City Council of the City of Lockhart for the Certified Property Tax Roll, with the tax amount presented by the Caldwell County Appraisal District for the 2021 tax year. The 2021 Certified Property Tax Roll contains final amounts due totaling \$5,752,038.03 (\$956,833.88 for debt service). Ms. Larison recommended approval.

B. DISCUSS CONFIRMATION OF CIVIL SERVICE COMMISSION MEMBER REAPPOINTMENT OF MS. WORLANDA NEAL FOR A THREE (3) YEAR TERM AS RECOMMENDED BY THE CITY MANAGER.

Mr. Lewis stated that Ms. Neal has served on the commission for the past 15 years (five 3-year terms), and as the commission chairman since 2017. According to Civil Service regulations, she can be reappointed for additional terms (3 years long) if the appointment is confirmed by a two-thirds majority vote of the City Council. Ms. Neal has graciously agreed to continue serving on the commission. Both the City Manager and Civil Service Director concur that she has been, and will continue to be, an asset to the Civil Service Commission. Mr. Lewis recommended approval.

C. DISCUSS A \$20,000 COST-SHARE REIMBURSEMENT GRANT FOR LOCKHART FIRE RESCUE TO PURCHASE PERSONAL PROTECTIVE EQUIPMENT (PPE). THE GRANT IS ADMINISTERED BY THE TEXAS A&M FOREST SERVICE.

Chief Jenkins stated that the Rural Volunteer Fire Department Assistance Program (HB 2604) is a cost-share reimbursement grant administered by the Texas A&M Forest Service. The maximum reimbursement is \$20,000. The city's grant match is 10% (approximately \$2,000) of which funds are budgeted in the Fiscal Year 2021/2022 budget as the cost-share portion of the grant. Items approved for purchase with the grant funds include: National Fire Protection Association (NFPA) approved structural firefighting and wildland firefighting personal protective equipment (PPE) to include helmets, coats, pants, boots, gloves, hoods, and accessories. PPE washer extractors and dryers are also eligible. The grant will expire on April 13, 2022. Chief Jenkins recommended approval.

D. DISCUSS OPTING OUT OF THE PUBLIC UTILITY COMMISSION (PUC) SECURITIZATION PROCESS UNDER HB 4492.

Ms. Larison stated that Winter Storm Uri, of February 2021, caused many electric market participants to incur large, unanticipated costs. In response, the Legislature enacted HB 4492 to allow ERCOT to securitize portions of the exceptionally high market prices and to require the Public Utility Commission of Texas (PUC) to establish rules for accessing the securitized funds. On October 13, 2021, the PUC started the securitization process, a component of which is to allow "load serving entities" (LSEs), such as the City of Lockhart, to opt out. As stated in a memo to the City dated October 27, 2021 from Steve Moffitt of Schneider Engineering, "Because of the City of Lockhart's sound financial position, the City was able to issue payment on the ancillary services impact incurred by Winter Storm Uri in full and is currently not owing any uplift charges to the City's wholesale energy suppliers." Schneider Engineering recommended that the City opt out, and added that if the City participates in the securitization process, it may result in refinancing of those charges as much as \$64,000 annually in debt service payments at an interest rate of approximately 5.25%. Staff concurs in Schneider's recommendation and has determined that Council action is appropriate and transparent even if not legally mandatory. Ms. Larison recommended approval.

E. DISCUSS AMENDMENT OF SECTION 10-5 OF THE CITY CODE OF ORDINANCES IN REGARD TO OWNERSHIP OF ANIMALS IMPOUNDED AT THE LOCKHART ANIMAL SHELTER AS OUTLINED IN ORDINANCE 2021-38.

Mr. Kelley stated that per the Lockhart Code of Ordinances Section 10-5, amended on March 16, 2021: "Any impounded cat, dog, or other domestic animal shall be kept for not fewer than three business days unless sooner reclaimed by its owner, except under quarantine. Upon expiration of such three business days, title to and ownership of any such animal not reclaimed shall pass to and vest in the City." Animal Care and Control Academy (ACCA) was contracted in May of 2021 to evaluate programs, services and policies within Lockhart Animal Services. The ACCA felt that the current average hold time for strays is consistent with other animal agencies. Based on the recommendations of ACCA, the "stray" hold period should be three business days; for "owned" animals the recommendation is five business days. For impounded "owned" animals, identifiers such as licenses, microchips, rabies tags, personal ID tags, tattoos, known owner addresses, etc. should qualify the animal as "owner" not a stray. Any "owned" animal should be held a longer impound period than stray animals to give the owners adequate time to reclaim their animal. ACCA also recommend the impound periods for animals should begin at the exact time when the animal is impounded. In addition, the hold period for Caldwell County animals impounded as the Lockhart Animal Shelter should mirror the City's legal hold period for continuity. Draft Ordinance 2021-38 amending Section 10-5 of the Code of Ordinances reads as follows:

Section 10-5. Subsection:

(j) Any impounded cat, dog, or other domestic animal shall be kept as described below and for the following time periods:

- (i) Unowned animals shall be impounded for not less than three business days.
- (ii) Animals for which an owner has been identified shall be impounded for not less than five business days.
- (iii) Impoundment time shall begin and be calculated from the exact time of impoundment.
- (iv) Upon expiration of the applicable number of business days for each animal, title to and ownership of any such animal not reclaimed shall pass to and vest in the city.

There was discussion.

F. DISCUSS AMENDMENT OF SECTION 10-19 OF THE CITY CODE OF ORDINANCES IN REGARD TO ANIMAL LIMITATIONS WITHIN THE CITY LIMITS OF LOCKHART AS OUTLINED IN ORDINANCE 2021-39.

Mr. Kelley stated that the City currently has no limitation on the number of cats or dogs one can have. The Animal Care and Control Academy (ACCA) recommended an animal limitation ordinance during the presentation of the Lockhart Animal Services Evaluation Report on August 5, 2021. Animal limitations are a common practice among jurisdictions and are enacted as a means of curbing pet overpopulation, nuisance complaints, and to prevent animal hoarders. To work well, animal limitation laws should have a grandfather clause as well as allow ownership of a greater amount of animals through a special use permit - provided that zoning laws are obeyed and animal care standards are met. Caretakers of feral cat colonies or animal rescue organizations registered through Lockhart Animal Services could be exempt from the animal limitation requirement.

Draft Ordinance 2021-39 reads as follows:

Section 10-19 - Limitation on Number of Dogs and Cats.

- (a) Except as provided by this section, and except at an animal shelter, animal hospital, clinic or kennel, no more than a total of four dogs more than four months old or older, and no more than a total of seven dogs and cats four months old or older, may be harbored at any residence or single location in the city. The limitation on the number of dogs and cats shall apply prospectively from the date of adoption of this ordinance (November 2, 2021).
- (b) Any person desiring to keep more than four dogs or seven animals more than four months old or older at such a residence or location in the city may apply to the supervisor of animal control for a multi-pet permit.
- (c) The applicant for a multi-pet permit shall specify the number of animals to be kept at a residence or location and shall pay an application fee at the time of filing.
- (d) Based on the information provided in the application, together with any information in the possession of the city regarding enforcement actions for violation of Chapter 10 of the Code of Ordinances, the supervisor of animal control shall determine whether an inspection of the residence or location is necessary.
- (e) A permit may be issued by the supervisor of animal control for a specific number of animals in excess of that authorized in (a) above at a residence or location in the city in the event that he/she determines that the number of animals may be maintained at the residence or location in a healthy or sanitary environment, without creating noise or odor nuisances, and without otherwise being detrimental to the public health, safety and welfare.
- (f) A multi-pet permit may be revoked by the supervisor of animal control for cause, including but not limited to violations of the provisions of Chapter 10 of the Code of Ordinances. the inability of the permit holder to keep the animals in a healthy or sanitary environment, the risk of creating noise or odor nuisances, or other potential detriment to the public health, safety, and welfare.

Mayor Pro-Tem Sanchez arrived at 6:50 p.m.

There was discussion regarding possible exceptions to animal limitations, such as for a feral cat colony and consideration of a grandfather provisions for animal limitations.

Mayor White recommended that the animal limitation provisions be reviewed further before adoption.

Mayor White requested the following to address the Council:

Suzy Falgout, 710 S. Main Street, thanked staff at the Lockhart Animal Shelter for doing a great job. She announced that she has organized an upcoming low cost spay/neuter and vaccination clinic that is sold out. Additional pet clinics could be scheduled in the future pending funding assistance.

G. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

Mayor White stated that the COVID cases continue to decrease. He announced several testing and vaccination options for the public.

RECESS: Mayor White announced that the Council would recess for a break at 7:10 p.m.

REGULAR MEETING

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

ITEM 3-A. CONTINUE A PUBLIC HEARING ON APPLICATION ZC-21-14 BY JAVIER BARAJAS, P.E., ON BEHALF OF 900 LOCKHART, LLC, AND ANIL CHAUDHARY, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-34 FOR A ZONING CHANGE FROM CLB COMMERCIAL LIGHT BUSINESS DISTRICT, RLD RESIDENTIAL LOW DENSITY DISTRICT, AND AO AGRICULTURAL--OPEN SPACE DISTRICT TO 5.598 ACRES RMD RESIDENTIAL MEDIUM DENSITY DISTRICT AND 35.672 ACRES RLD RESIDENTIAL LOW DENSITY DISTRICT, ON A TOTAL OF 41.27 ACRES IN THE FRANCIS BERRY SURVEY, ABSTRACT NO. 2, LOCATED AT 900 STATE PARK ROAD (FM 20). TABLED 10-19-21

Mayor White opened the public hearing at 7:33 p.m.

Mr. Gibson stated that the tract under contiguous ownership is currently zoned CLB at the north end, with the remainder currently zoned RLD and AO. The applicant proposes to leave a portion of the existing CLB-zoned area along State Park Road as CLB, so it is not included in the zoning change, but wishes to rezone the remainder of it to RMD and RLD. The larger area south of the proposed RMD zoning is already mostly zoned RLD, but because a small portion of the current CLB zoning extends into it and there is a strip of AO zoning along the south end, the easiest way to accomplish rezoning the piece is to simply rezone the south area from RLD, CLB, and AO to RLD. The end result will be a zoning pattern consisting of a strip of CLB at the north end along State Park Road, and a middle area zoned RMD for

residential development that can include uses allowed in that district, including single-family dwellings, patio homes, and duplexes by-right, and other types of housing upon approval of a specific use permit. The larger south area will be entirely zoned RLD, which allows only single-family dwellings. Because all parts of the property being rezoned will be residential, it should be compatible with existing residential development on the east and west sides. As with all new development, the most significant impact will be additional traffic. A traffic impact analysis (TIA) for new street connections to State Park Road will be required as part of the plat approval process. The south portion of the property is already zoned mostly RLD, and will be zoned entirely RLD if the zoning change is approved. The RLD classification proposed for the south 35.672 acres is consistent with the Low Density Residential land use designation for that area on the Land Use Plan map. The 5.598 acre area proposed to be rezoned to RMD would not be strictly consistent with the Low Density Residential and Light-Medium Commercial land use designations on the Land use Plan map, but RMD would be a suitable transition between the abutting CHB, CLB, and RLD classifications. One letter of opposition is attached. In addition, the owners and residents of 1600 Sunrise Terrace, which abuts on the west side of the subject property, spoke at the Planning and Zoning Commission meeting to voice concerns about drainage and stated that they wanted to learn more about what types of development would be allowed in the requested RMD and RLD zoning classifications. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested citizens in favor of the zoning change to address the Council. There were none.

Mayor White requested the applicant to address the Council.

Javier Barajas, Austin, Texas, stated that he would like to build single-family homes on the property. He requested approval of the zoning change.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 7:40 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-34, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 3-B. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-15 BY DAVID MENDOZA, ON BEHALF OF AMERICAN LEGION, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-35 FOR A ZONING CHANGE FROM MH MANUFACTURED HOME DISTRICT TO CHB COMMERCIAL HEAVY BUSINESS DISTRICT ON 0.73 ACRE IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17, LOCATED AT 509 SILENT VALLEY ROAD (FM 2001).

Mayor White opened the public hearing at 7:40 p.m.

Mr. Gibson stated that the applicant would like to develop commercial businesses such as retail and restaurants on the subject parcel, and those are allowed by-right (outside of the CCB district) only in the CMB and CHB districts. Retail and restaurants, excluding “drive-in” restaurants, would also be allowed in the CLB district upon approval of a Specific Use Permit by the Planning and Zoning Commission. The subject parcel does not meet the five-acre minimum size for the current MH zoning. Therefore, it could never be developed with a conforming use under its current classification. Because there is residential zoning and/or existing residential development (including manufactured homes) in the surrounding area, the higher-intensity commercial zoning classifications such as CMB or CHB would allow uses that could potentially have adverse impacts on the neighborhood. In terms of land use intensity, the proposed CHB zoning is just about as opposite as you can get from the Low Density Residential future land use

designation shown on the Land Use Plan map. In fact, no commercial district would be considered consistent with the Land Use Plan for this location. If the Council supports rezoning for commercial development on the subject site, the most restrictive classification would be CLB. The CLB district allows a variety of low intensity office and commercial land uses by-right, but would require approval of a Specific Use Permit (SUP) for retail or eating establishments. Rezoning to CMB or CLB instead of the requested CHB classification would not require a new application or public hearing notification. The specific use permit process provides an opportunity for public participation in a hearing, and the Planning and Zoning Commission has the option of attaching conditions to their approval of an SUP. One owner of nearby property attending the Planning and Zoning Commission hearing expressed concerns about the potential effect of development on the subject property creating additional drainage problems in the area. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend the CLB Commercial Light Business District zoning.

Mayor White requested the applicant to address the Council.

David Mendoza, Austin, Texas, stated that he would like to develop a community event venue in Lockhart. There was discussion regarding the zoning required to allow a dance venue by-right, which is commercial heavy business district.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:07 p.m.

Councilmember McGregor made a motion to approve the zoning to Commercial Medium Business District (CMB). Councilmember Westmoreland seconded. The motion passed by a vote of 6-1, with Mayor Pro-Tem Sanchez opposing.

ITEM 3-C. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-16 BY JASON BALSER AND CLAYTON BALSER, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-36 FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT AND RLD RESIDENTIAL LOW DENSITY DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON 30.998 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1301 SILENT VALLEY ROAD (FM 2001).

Mayor White opened the public hearing at 8:11 p.m.

Mr. Gibson stated that the applicants would like to construct a single family and duplex residential development on the subject property. Duplexes are not allowed by the current AO and RLD zoning classifications of the property, but would be allowed in the requested RMD district. There is no other RMD zoning in the vicinity. However, the tract adjacent to the north boundary of the subject property is also proposed to be rezoned to RMD in zoning case ZC-21-18 on this agenda, and both are in an area that is designated as future Medium Density Residential on the Land Use Plan map. The tract adjacent to the east boundary of the subject property was proposed to be rezoned to entirely RLD in zoning case ZC-21-17 on this agenda. However, that application has been withdrawn and the applicant plans to resubmit a revised application that will still retain the RLD zoning for the south portion of the property. The vacant tract on the south side of Silent Valley Road is zoned RHD, which is a step higher in intensity than the RMD classification proposed for the subject property. Overall, the transition of zoning districts reflected in the zoning pattern after the proposed zoning changes will be appropriate. The proposed RMD zoning is consistent with the Medium Density Residential designation for the property on the Land Use Plan map. There has been no opposition to this rezoning expressed either in writing or in person. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Jason Balser, Tyler, Texas, stated that the development is proposed to consist of single-family homes. He requested approval.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:20 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-36, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 3-D. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-17 BY ALAN BALSER, AND DISCUSSION AND/OR ACTION TO CONSIDER A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT AND RLD RESIDENTIAL LOW DENSITY DISTRICT TO RMD RESIDENTIAL MEDIUM DISTRICT ON 128.624 ACRES IN THE BYRD LOCKHART SURVEY, ABSTRACT NO. 17 AND THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1107 SILENT VALLEY ROAD (FM 2001). WITHDRAWN

Mayor White announced that the applicant withdrew the zoning change application.

ITEM 3-E. HOLD A PUBLIC HEARING ON APPLICATION ZC-21-18 BY ALAN BALSER, AND DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2021-37 FOR A ZONING CHANGE FROM AO AGRICULTURAL-OPEN SPACE DISTRICT TO RMD RESIDENTIAL MEDIUM DENSITY DISTRICT ON 50.77 ACRES IN THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NO. 68, LOCATED AT 1900 NORTH CESAR CHAVEZ PARKWAY - NORTHBOUND (SH 130).

Mayor White opened the public hearing at 8:22 p.m.

Mr. Gibson stated that the applicant proposes to rezone the subject property to allow uses listed in the RMD district. Those include single-family dwellings, patio homes, and duplexes by-right, and combined-family (three/four plex), condominiums, and townhouses upon approval of a Specific Use Permit by the Commission. The current AO zoning allows single-family dwellings, but only on lots of one acre or larger. There currently is no RMD zoning in the area. However, the abutting 39.998 acre tract to the south is also proposed to be rezoned to RMD (ZC-21-16). A concurrent application (ZC-21-17) to rezone the area to the east of both this tract and the abutting tract to the south to RLD was withdrawn, and the applicant plans to submit a new application with a combination of proposed zoning classifications. There is a potential for additional RMD zoning on the vacant land adjacent to the west. Given that the abutting zoning classifications will be the same as, or just one step down in land use intensity from, the RMD classification proposed in this application, the transition of zoning districts reflected in the zoning pattern after the proposed zoning changes will be appropriate. The proposed RMD zoning is consistent with the Medium Density Residential designation for the property on the Land Use Plan map. There has been no opposition to this rezoning expressed either in writing or in person. Mr. Gibson stated that the Planning and Zoning Commission and staff recommend approval.

Mayor White requested the applicant to address the Council.

Alan Balser, Dallas, Texas, stated that the property is proposed to consist of single-family homes and duplex dwellings. He requested approval.

Mayor White requested citizens in favor of or against the zoning change to address the Council. There were none. He closed the public hearing at 8:25 p.m.

Mayor Pro-Tem Sanchez made a motion to approve Ordinance 2021-37, as presented. Councilmember Mendoza seconded. The motion passed by a vote of 7-0.

ITEM 4. PUBLIC COMMENT.

Mayor White requested citizens to address the Council.

James Tiemann, Concho Street, suggested that the Council consider registering feral cat colonies that could assist the animal control officers with having knowledge of the colony in the event of complaints and to also manage spay and neuter options of feral cats.

ITEM 5. CONSENT AGENDA.

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

The following are the consent agenda items that were approved:

5A: Approve Resolution 2021-18 requiring approval by the City Council of the City of Lockhart for the 2021 Certified Property Tax Roll.

5B: Authorize confirmation of Civil Service Commission member reappointment of Ms. Worlanda Neal for a three (3) year term as recommended by the City Manager.

5C: Accept a \$20,000 cost-share reimbursement grant for Lockhart Fire Rescue to purchase Personal Protective Equipment (PPE). The grant is administered by the Texas A&M Forest Service.

5D: Approve opting out of the Public Utility Commission (PUC) Securitization Process under HB 4492.

ITEM 6-A. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-5 OF THE CITY CODE OF ORDINANCES IN REGARD TO OWNERSHIP OF ANIMALS IMPOUNDED AT THE LOCKHART ANIMAL SHELTER AS OUTLINED IN ORDINANCE 2021-38.

Councilmember McGregor made a motion to approve Ordinance 2021-38, as presented. Councilmember Bryant seconded. The motion passed by a vote of 7-0.

ITEM 6-B. DISCUSSION AND/OR ACTION REGARDING AMENDMENT OF SECTION 10-19 OF THE CITY CODE OF ORDINANCES IN REGARD TO ANIMAL LIMITATIONS WITHIN THE CITY LIMITS OF LOCKHART AS OUTLINED IN ORDINANCE 2021-39.

Mayor Pro-Tem Sanchez made a motion to table the item and to direct staff to consider additional options in regard to animal limitations. Councilmember Mendoza seconded.

Councilmember McGregor requested that staff include options to require spay and neuter if an individual obtains a special permit for a larger number of animals.

VOTE: The motion passed by a vote of 7-0.

ITEM 6-C. DISCUSSION REGARDING MATTERS RELATED TO COVID-19.

There was no discussion.

ITEM 6-D. DISCUSSION AND/OR ACTION REGARDING APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS OR COMMITTEES.

Mayor White requested appointments to boards and commissions. There were none.

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

- Fire Engineer promotional exam will be held November 2, 2021.
- Update regarding the new Pierce fire pumper.
- Library Updates.
- City of Lockhart Financial Focus for Fiscal Year ending September 30, 2021.
- Fire Department holding a "Push-In" ceremony on November 5th.
- Police Department awards lifesaving medals.
- Update on Lockhart's TxDOT grant application for improvements on SH 142 in downtown.

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

Councilmember Mendoza thanked the citizens for helping a family with home repairs.

Mayor Pro-Tem Sanchez expressed condolences to the families of Basilio Gutierrez, Francisco Frank Lopez, and Jason and Joshua Brown for their loss.

Councilmember McGregor invited everyone to First Friday. She encouraged citizens to attend the November 15 open house about the downtown revitalization project.

Councilmember Bryant also encouraged citizens to attend the November 15 meeting regarding downtown improvements. He thanked Worlanda Neal for serving on the Civil Service Commission for the past 15 years.

Mayor White invited everyone to attend the recognition event to the Smith's for donating the downtown property for public use. Upcoming events include Dia de los Muertos on November 15 downtown and Saturday will be the Keep Lockhart Beautiful cleanup at City Park.

ITEM 9. 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. Discussion regarding possible land acquisition.

Mayor White announced that the Council would enter Executive Session at 8:58 p.m.

ITEM 10. OPEN SESSION - Discussion and/or action regarding possible land acquisition.

Mayor White announced that the Council would enter Open Session at 9:28 p.m. There was no action.

ITEM 11. ADJOURNMENT.

Mayor Pro-Tem Sanchez made a motion to adjourn the meeting. Councilmember Mendoza seconded. The motion passed by a vote of 7-0. The meeting was adjourned at 9:29 p.m.

PASSED and APPROVED this the 16th day of November 2021.

CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Connie Constancio, TRMC, City Secretary

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Approve Resolution 2021-20 authorizing submission of a grant application for the Body Worn Camera Program upgrade to the Office of the Governor for the Lockhart Police Department.

ORIGINATING DEPARTMENT AND CONTACT: Police - Ernest Pedraza, Mark Mayberry

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Seeking funding through the Office of the Governor's Body Worn Camera Grant Program FY 2022. This grant does, however, require a 25% match of funds in the amount of \$22,785.

The current devices currently in use by the Lockhart Police Department have shown a history of being in constant need of repair and/or replacement and generally have shown not to be very sturdy or dependable. With them all being past their 1 year manufacturers' warranty, the frequent cost to repair them almost meets the same cost to replace them with a new device. With a usual turn around of several weeks on repairs, officers have to use spare or share cameras, making it difficult to track videos.

Attached is a Memorandum from Chief Pedraza providing detailed information about the body worn camera replacement requirements.

The devices being sought include 5 year warranties on all devices and upgraded devices after the first 3 years. In addition, the software includes unlimited cloud-based storage for retention without data caps.

PROJECT SCHEDULE (if applicable): Final Date to Submit and Certify Application
November 30, 2021
Earliest Project Start Date March 1, 2022

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$22,785

Account Number: 100-5317-304-00

Funds Available: 0

Account Name: Computer Equipment & Software

FISCAL NOTE (if applicable): Required 25% Matching funds. This grant match will require a budget amendment for \$22,785 to expenditures in the General Fund for Fiscal Year 2021-22.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval.

LIST OF SUPPORTING DOCUMENTS: Body Camera Memo - Chief Pedraza, Resolution 2021-20, Grant Details



LOCKHART POLICE DEPARTMENT

214 Bufkin Lane
Lockhart, Texas 78664
Phone: 512-398-4401
Fax: 512-398-3393
police@ps.lockhart-tx.org

Ernest Pedraza
Chief of Police

Jesse Bell
Captain of Police

REF: Body Worn Camera Replacement

Date: 11-10-2021

The Lockhart police department began utilizing Safe Fleet Body Worn Cameras (BWC), known formerly as L-3 systems, since the inception of our digital in-car video and body cam systems program on April 21st, 2014. The body worn cameras had a one-year warranty at the time of purchase. In 2018, we noticed continual problems with the body worn cameras. The cameras were breaking down on a regular basis and they had a short battery life. Safe Fleet had just developed a generation 3 body worn camera and the battery life was advertised to last approximately 12 hours. In 2018, Safe Fleet agreed to buy back the old body worn cameras and replace them with 25 model BWX-100 Body Worn generation 3 cameras at a reduced price. Since all our in-car camera systems, servers and offloading systems were L-3, we decided to remain with L-3 and utilize the new and improved body worn cameras.

On May 1, 2018, the city council approved a resolution 2018-08 authorizing the submission of the grant application to the office of the governor for the body worn camera program. The total cost of the grant funds was \$15,518 with the city's grant match of \$3,103.60 which was 20%. The Lockhart PD purchased the cameras.

Current Issues

As of this date, all the BWX-100 are out of warranty and between January 2020 and July 2021, 17 BWX-100 were sent for repairs. Currently we have five BWX-100 out of service due to failures and a couple for damage. It takes about three to four weeks to get the cameras back from repair. The battery life on the units after some usage drains quickly from 10 hours to a realistic 5-6 hours prior to an officer having to swap out units to charge.

The current Safe Fleet system utilizes an in-house server system which is from 2014. This system retains data in that server and retention of videos is an issue as the system space is limited by our capacity. The server is also out of warranty, is past its standard service life, and will require replacement soon. Offloading of the videos, which is a daily task, requires the use of a DVD robot which is also out of warranty and is out of service life from 2014. The Safe Fleet customer service as of 2020 was switched to an out of country service and has become increasingly difficult in obtaining quality customer service.

Solutions Available

We currently have an opportunity to apply for grant with the Texas Governors grant program to purchase body worn cameras to replace the current BWX-100 from Safe fleet and go with an alternate system. If the grant is approved, we are proposing to purchase Watch Guard



LOCKHART POLICE DEPARTMENT

214 Bufkin Lane
Lockhart, Texas 78664
Phone: 512-398-4401
Fax: 512-398-3393
police@ps.lockhart-tx.org

Ernest Pedraza
Chief of Police

Jesse Bell
Captain of Police

body worn cameras. Watch Guard began in 2002 and is the number 1 in the country for in car systems.

The Watch Guard BWC's are cloud based. The battery life are 12 hours, and the batteries are interchangeable. If we purchase these cameras, the PD will have more than our currently limited storage of videos (in house server) and we would have simple online access to retrieve the videos. The video retention issue would be resolved, and we would free up space on our server for the other in car mobile videos, further freeing up our ability to maintain what we have until a solution is achieved. The cameras will have a five-year warranty with complete replacement after three years if the cameras need replacement. The current server replacement cost would be around \$15,000 and the robot is around \$14,000. Since Watch Guard is cloud based, we would not need to maintain the server for storing the body worn cameras videos. In addition, the system allows editing for open record requests or major incidents when videos need to be release quickly, which we currently do not have.

References

Watchguard provides service to Texas Department of Public Safety, Houston Police Department, Dallas Area Rapid Transit, El Paso PD, Plano PD, Allen PD, New Braunfels PD, Bastrop PD, Seguin PD, Caldwell County Sheriff's Office, Smithville PD, and Hallettsville PD, among many others.

Captain Bell reached out to Capt. Kuykendall from the Caldwell County Sheriff's Office, and he stated they have utilized Watch Guard since they began their BWC program in 2005. I spoke with Sheriff Mike Lane, and he also stated they have not had any problems with Watch Guard BWC and are very satisfied with the product.

I spoke with Chief Tim Crow from the Gonzales Police department, and they been using the Watch Guard in car cameras and are currently seeking a grant to buy the Watch Guard body worn cameras. He stated they were very satisfied with the in-car Watch Guard cameras.

I spoke with Assistant Chief Vicki Steffanie from the Bastrop Police department, and she stated the department has been using Watch Guard since 2015 and she gave them an overwhelming positive recommendation.

Chief Brian Jones, Bee Cave PD stated the system is pretty good, but since they sold out to Motorola, their customer service has gone downhill.



LOCKHART POLICE DEPARTMENT

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Chief of Police

Jesse Bell
Captain of Police

Conclusion

With the current situation of the body worn cameras and the opportunities available to us today, it is my recommendation that we seek this grant for funding to replace the current equipment we have. This will better equip our officers to document critical incidents today and put us in a better position for the future regarding video recordings.

Ernest Pedraza
Chief of Police

RESOLUTION 2021-20

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

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

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

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

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

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

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

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC, City Secretary

Monte Akers, City Attorney

Grant Number: **4366701**



Office of the Governor, Public Safety Office
Criminal Justice Division
Funding Announcement: ***Body-Worn Camera
Grant Program, FY2022***

Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 35 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. PSO expects to make available \$10M for FY2022.

Eligible Organizations

Applications may be submitted by the Texas Department of Public Safety, municipalities, and counties that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	09/01/2021
Online System Opening Date	09/01/2021
Final Date to Submit and Certify an Application	11/30/2021 at 5:00PM CST
Earliest Project Start Date	03/01/2022

Project Period

Projects must begin on or after 03/01/2022 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None -

Match Requirement: 25%

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. PSO will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

Program-Specific Requirements

Eligible officers. Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who:

- 1) Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or
- 2) Primary responders who respond directly to calls for assistance from the public.

Policy. Pursuant to Sec. 1701.655, Occupations Code, a law enforcement agency that receives a grant to provide body worn cameras to its peace officers or that otherwise operates a body worn camera program shall adopt a policy for the use of body worn cameras. **The policy must ensure that a body worn camera is activated only for a law enforcement purpose and must include:**

- 1) Guidelines for when a peace officer should activate a camera or discontinue a recording currently in progress, considering the need for privacy in certain situations and at certain locations.
- 2) Provisions relating to data retention, including a provision requiring the retention of video for a minimum period of 90 days.
- 3) Provisions relating to storage of video and audio, creation of backup copies of the video and audio, and maintenance of data security.
- 4) Guidelines for public access, through open records requests, to recordings that are public information.
- 5) Provisions entitling an officer to access any recording of an incident involving the officer before the officer is required to make a statement about the incident.
- 6) Procedures for supervisory or internal review.
- 7) The handling and documenting of equipment and malfunctions of equipment.
- 8) Consistent with the Federal Rules of Evidence and Texas Rules of Evidence.

The policy may not require a peace officer to keep a body worn camera activated for the entire period of the officer's shift.

Training. Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to:

- 1) Peace officers who will wear the body worn cameras.
- 2) Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

Reporting. Pursuant to Sec. 1701.653, Occupations Code, a law enforcement agency shall annually report to the Texas Commission on Law Enforcement (TCOLE) regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Eligibility Requirements

1. Local units of government, including counties, municipalities, special districts, school districts, junior college districts, or other political subdivisions of the state, must submit a written certification of the local government's compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code. A determination of non-compliance with the cybersecurity training requirements will result in a refund of the original grant award as well as ineligibility of future grant awards until the second anniversary of the date the local government is determined ineligible.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.
4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal

aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of body-worn cameras, video storage, and retrieval systems or cloud-based services such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.



Quote For:

**Lockhart Police Department
Attn: Mark Mayberry**

Reference:

VaaS (31) V300

Quote By:

**WatchGuard Video
Andy Tarbutton**

Date: 09-16-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video

415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Lockhart Police Department - Attention: Mark Mayberry
VaaS (31) V300

QUOTATION - WAT-0309-01**DATE: 09-16-21**

Deliverables / Materials / Services	Qty	Sell Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month AAS-BWC-5YR-001 Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. User licenses on a per-device basis. 50 GB of non-device storage included per device, averaged across all devices in the program CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. Body-worn camera (battery + choice of mount included) Third year technology (Hardware) refresh. 5-year agreement (billed Quarterly or Annually) Advanced hardware replacement service & 24/7 support No-Fault hardware warranty	31	\$2,940.00	\$91,140.00
Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month AAS-BWC-XFS-DOC 8-Bay Ethernet Transfer Station Ethernet Cable, Rack mount (optional) & Power Cord	1	\$0.00	\$0.00
Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation WGW00122-410	1	\$0.00	\$0.00
Shipping - BWC Unit FRT-BWC-01 Freight delivery for each Body Worn Camera Unit	31	\$0.00	\$0.00

Total Price \$91,140.00

Deferred	\$91,140.00
Due Now	\$0.00
Annual Invoice	\$18,228.00

**Purchase as a Service (PaaS)
Financial Profile**

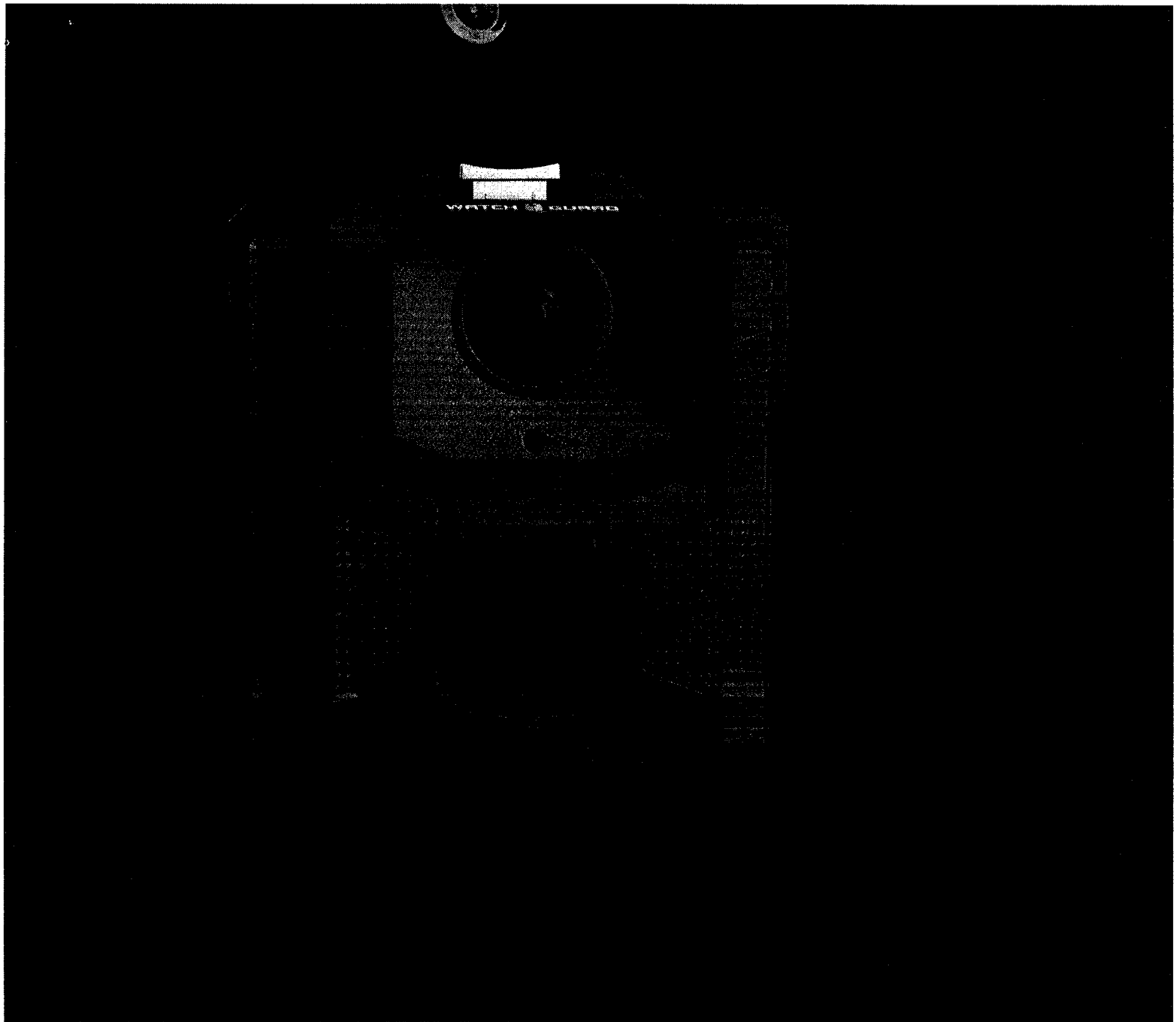
Total Price:	\$91,140.00
Contract Term:	5 Years
Monthly Payments:	\$1,519.00
Annual Invoice:	\$18,228.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).

Quoted by:

Andy Tarbutton - Inside Territory Sales Representative - 469-525-8762 - andy.tarbutton@motorolasolutions.com



WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



KEY FEATURES

DETACHABLE BATTERY — Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING — Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM — One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

SPECIFICATIONS

Weight
6.8 ounces

Depth
1 1/8"

Storage
128 GB

IP Rating
IP 67

Resolution
1080p, 720p and 480p

NATURAL FIELD OF VIEW — Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION — Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT — Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

Microphones
Dual

Vertical Field of View
Electronic Turret +15° /- 20°

Field of View
130°

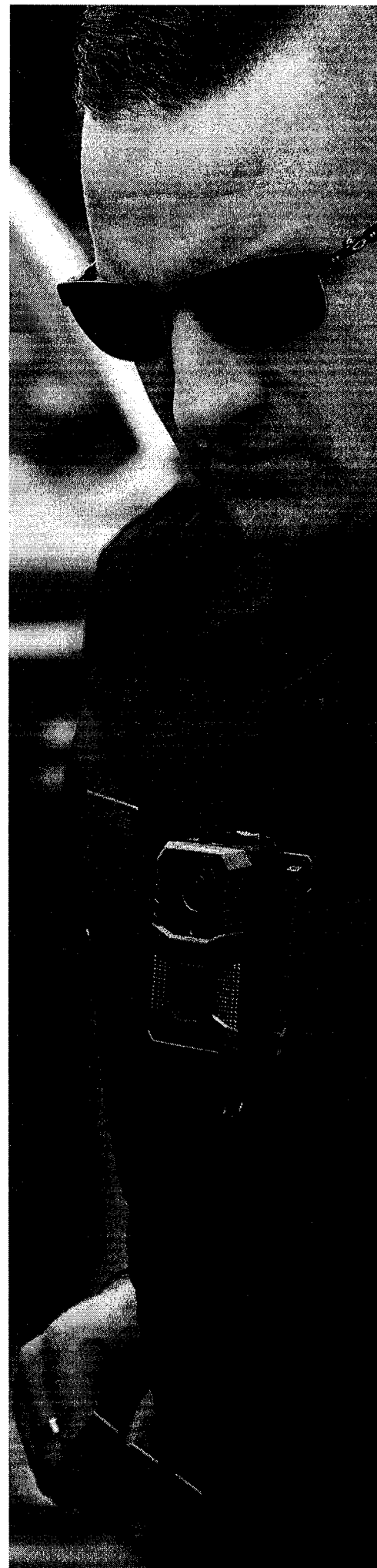
Encryption
At rest and in transit

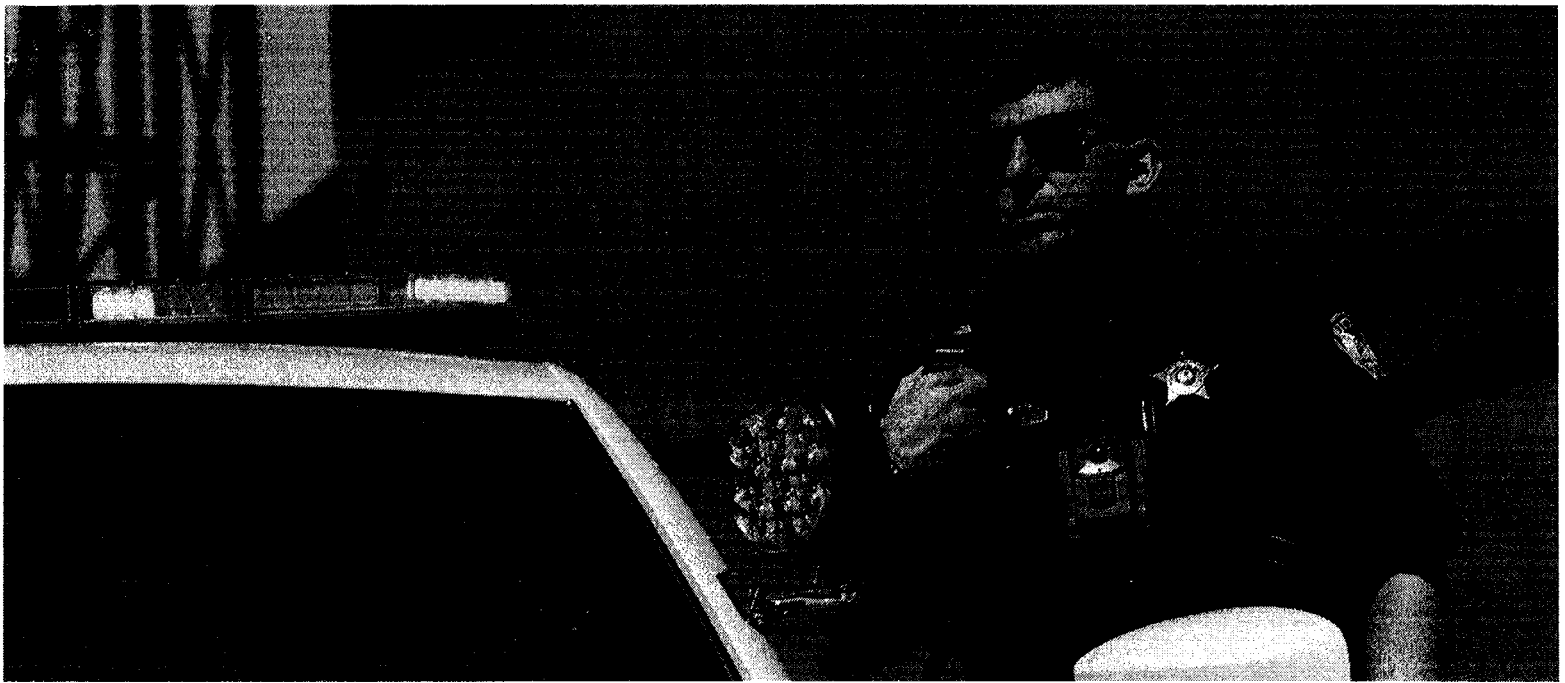
For more information, visit www.watchguardvideo.com



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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VIDEO-AS-A-SERVICE

TRANSPARENCY SHOULDN'T COME AT A HIGH PRICE

Get your cameras and get going. Our simple pay-as-you-go program helps you get everything you need for your body-worn and in-car camera video policing program with no upfront capital investment — from a robust camera system to advanced digital evidence management tools.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering body-worn cameras, in-car video systems, digital evidence solutions and support services through Video-as-a-Service.

With no up-front capital investment required, you can deploy a new camera system and start using it immediately under a simple 5-year pay-as-you-go program. Everything you need is provided, including solutions to securely capture, collect, manage and share your evidence, as well as 24/7 support and no-fault warranty coverage.

And if you already have content on a digital evidence management system, we can work with you to migrate your video material to the new platform.

NO NEED TO RAISE FUNDS

Get what you need with no upfront investment and pay-as-you-go. Turn a capital investment into a manageable operational expense.

BUDGET PREDICTABILITY

Stay on budget with a low payment, fixed for 5 years, that includes your camera system, software, support, and video storage.

ASSURED PERFORMANCE

Maintain efficiency and reliability, with a no-fault warranty, advance hardware replacement and 24/7 phone support.

TECHNOLOGY REFRESH

Stay current with the latest technology, with a free refresh of your body-worn cameras and batteries during the program.

CLOUD HOSTED

Manage, store and share video evidence securely from your cloud account. We can even help you migrate your existing platform.



KNOCK DOWN DIGITAL EVIDENCE DATA SILOS

As important as it is to have the right mobile video cameras in place, it's just as critical to have the right digital evidence management tools to streamline the capture, collection, management and sharing of your data.

Capture Evidence with your Smartphone

Securely capture video, images and audio on-scene using an Android or iOS device with CommandCentral Capture.

Collect Evidence from your Citizens

Quickly gather evidence using case-specific, agency-generated links with CommandCentral Community.

Control your Entire Video System

Easily configure cameras, provision users, define permissions and maintain audit logs with CommandCentral Evidence.

Unify your Evidence Management

Intelligently organize, redact and audit all of your agency's digital evidence from one place with CommandCentral Evidence.

Simplify your Evidence Sharing

Seamlessly view and share all case-related information from one, streamlined interface with CommandCentral Records.

PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
	\$49/month	\$149/month	\$189/month
Systems	V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and Vigilant PlateSearch software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body-Worn Camera System + In-Car Camera System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Software	CommandCentral Capture, CommandCentral Community, CommandCentral Evidence, and CommandCentral Records for cloud-based digital evidence collection, management and sharing. Includes free digital evidence migration to the new platform.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.	New body-worn camera with battery in third year.	

For more information, please visit motorolasolutions.com/video-as-a-service



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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Not submitted

[Print This Page](#)

Agency Name: Lockhart Police Department
Grant/App: 4366701 **Start Date:** 3/1/2022 **End Date:** 3/31/2022

Project Title: Body Worn Cameras
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460016342000

Application Eligibility Certify:

Created on: 9/13/2021 1:48:45 PM By: Mark Mayberry

Profile Information

Applicant Agency Name: Lockhart Police Department
Project Title: Body Worn Cameras
Division or Unit to Administer the Project: Patrol Division
Address Line 1: 214 Bufkin Lane
Address Line 2:
City/State/Zip: Lockhart Texas 78644-4006
Start Date: 3/1/2022
End Date: 3/31/2022

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Caldwell

Counties within Project's Impact Area: Caldwell

Grant Officials:**Authorized Official**

Name: Ernest Pedraza
Email: epedraza@ps.lockhart-tx.org
Address 1: 4601 grand Cypress dr.
Address 1:
City: Austin, Texas 78747
Phone: 512-398-4401 Other Phone: 512-749-6718
Fax:
Title: Mr.
Salutation: Chief
Position: Chief of Police

Financial Official

Name: Pam Larison
Email: plarison@lockhart-tx.org
Address 1: 308 W. San Antonio St.
Address 1:
City: Lockhart, Texas 78644
Phone: 512-398-3461 Other Phone:
Fax: 512-398-5103
Title: Ms.
Salutation: Ms.
Position: City Controller

Project Director

Name: Jesse Bell
Email: jbell@ps.lockhart-tx.org
Address 1: 214 Bufkin Lane
Address 1:

City: Lockhart, Texas 78644
Phone: 512-398-4401 Other Phone:
Fax: 512-398-3393
Title: Mr.
Salutation: Lieutenant
Position: Captain

Grant Writer

Name: Mark Mayberry
Email: mmayberry@ps.lockhart-tx.org
Address 1: 214 Bufkin Ln
Address 1:
City: Lockhart, Texas 78644
Phone: 512-398-4401 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant
Position: Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460016342000
Data Universal Numbering System (DUNS): 074616863

Narrative Information**Introduction**

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions**Organization Information**

The number of licensed officers directly employed by the applicant agency:

29

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

29

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Eligible Officers

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

Reporting Requirements

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Body-Worn Camera Policy

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

Cybersecurity Training Requirement

Local units of government, including counties, municipalities, special districts, school districts, junior college districts, or other political subdivisions of the state, must submit a written certification of the local government's compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code. A determination of non-compliance with the cybersecurity training requirements will result in a refund of the original grant award as well as ineligibility of future grant awards until the second anniversary of the date the local government is determined ineligible.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline (s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226 (a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Jesse Bell

Enter the Address for the Civil Rights Liaison:

214 Bufkin Lane Lockhart, Tx 78644

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

5123984401 x277

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the PSO Funding Announcement, the eGrants application, the OOG's Guide to Grants, and the OOG's Grantee Conditions and Responsibilities to be eligible for this program.

X I certify to all of the application content and requirements.

Project Abstract :

Seeking to fund and upgrade from our current body worn cameras which have not been dependable and are currently being sent off for service. Would also like to upgrade to a cloud based storage. Many times officers would have to deviate from their assigned cameras and utilize a "spare" or "back up" camera making it a little more difficult to track videos.

Problem Statement :

Frequent maintenance requests with our current devices. Don't hold up well. Turn around time for replacement devices is several weeks. Manufacturer warranties run out quickly adding additional costs for repairs or replacements.

Supporting Data :

Over the past 18 months, approximately 18-20 service/repair requests submitted pertaining to faulty body worn cameras, most of which were out of the 1 year warrants. Costs associated with repairs neared the cost of purchasing a new unit. During this officers would be without or with a "spare" camera for 2-3 weeks depending on turn around time on repairs or replacement, on occasion all spares would be in service with other officers pending repair as well, leaving the officer with no camera.

Project Approach & Activities:

Seeking a more dependable and reliable camera to eliminate or reduce our frequent service/repair requests and replacements of our current devices. In addition by adding cloud storage, our retention and storage of videos would be considerably larger.

Capacity & Capabilities:

Grant writer currently manages our existing body worn camera equipment and handles all repair and maintenance requests and any other issues with these devices.

Performance Management :

Through a similar period of 18 months, we will measure the amount of maintenance or repair requests over the same period in hopes of a significant reduction. Any improvement here will indicate cameras are remaining in service and in the field documenting law enforcement contacts and enforcements as intended, with little to no periods of officers without cameras.

Target Group :

Equip all sworn personnel with a body worn camera during law enforcement related contacts, enforcement actions or other relevant duties.

Evidence-Based Practices:

Contacted manufacture of desired devices to inquire about pricing, features, and fit for our agency. New devices offer could based unlimited storage which could increase our retention capabilities. Price included 5 year warranties for equipment, which replacements available after 3 years which would save the agency money on repeated maintenance / repair.

Project Activities Information**Introduction**

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Body-Worn Camera Program Implementation	100.00	To be utilized by all sworn officers during law enforcement activities to include field interviews, calls for service, investigations and traffic stops.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Number of body-worn cameras purchased with grant funds.	31

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Total cost will cover 5 years of service to include cloud storage, user licenses, support and maintenance. Activities monitored will be to schedule training and install and utilization of services and support as needed.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2021

Enter the End Date [mm/dd/yyyy]:

9/30/2022

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

0

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☐ Yes

☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information**Section 1: Organizational Information**

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	Project involved the purchase of body worn cameras and associated software to upgrade from our existing equipment and software.	\$68,355.00	\$22,785.00	\$0.00	\$0.00	\$91,140.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
City Funded 25% Match	Cash Match	\$22,785.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$22,785.00	\$22,785.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$68,355.00	\$22,785.00	\$0.00	\$0.00	\$91,140.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$68,355.00	\$22,785.00	\$0.00	\$0.00	\$91,140.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** mmayberry

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Approve Resolution 2021-21 for an Economic Development Performance agreement for a BIG Grant facade improvement with Old Pal Texas Tavern located at 100 E. Market Street.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Attached is the resolution and performance agreement offering a BIG Grant to Old Pal Texas Tavern.

Old Pal Texas Tavern invested \$22,770 into the updating of the façade of the building. The owner met with LEDC months ago and due to the size of the rebate (\$11,385) staff held off until the new fiscal year to provide the full rebate to the business as the BIG Grant account was almost completely used in FY 2020-21.

The attached economic development performance agreement outlines the work done on the building, the rebate the business is entitled to should the work be completed as stated and paid as required. The expected 50% rebate is \$11,385 on the \$22,770 worth of work on the façade.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number: 800-5199-702-00

Funds Available: \$50,000

Account Name: Business Improvement Grant

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: Lockhart EDC Board of Directors unanimously passed its resolution at its regular board meeting on November 8, 2021.

STAFF RECOMMENDATION/REQUESTED MOTION: Motion to approve Resolution 2021-21 for an economic development performance agreement for a BIG Grant with Old Pal Texas

City of Lockhart, Texas

Council Agenda Item Cover Sheet

Tavern.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2021-21 Old Pal, Old Pal BIG Grant Performance Agreement, Old Pal Resolution, LEDC Draft Minutes 11.8.21, Old Pal Tavern BIG Grant Application

RESOLUTION NO. 2021-21

**A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS
APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE
AGREEMENT WITH OLD PAL TEXAS TAVERN FOR A BUSINESS
IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED
PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL
GOVERNMENT CODE**

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Old Pal Texas Tavern has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility at an estimated cost of \$22,770; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

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

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Old Pal Texas Tavern is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 16th day of November, 2021.

City Council of Lockhart, Texas

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, City Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement (“EDPA” or “Agreement”) is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS (“LEDC”), a Type B Economic Development Corporation, and OLD PAL TEXAS TAVERN (“OLD PAL”)

RECITALS

WHEREAS, OLD PAL is an existing business in the City of Lockhart located at 113 S. Main Street, the owner of which desires to make repairs and improvements, expand its operations to the City of Lockhart, Texas (“City”), and retain primary jobs (“the Improvements”); and

WHEREAS, OLD PAL intends to invest approximately \$22,770 in the Improvements; and

WHEREAS, the LEDC is a Texas Type B economic development corporation located in a city with a population of less than 20,000, operating pursuant to the applicable provisions of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, the LEDC desires to assist OLD PAL and offer financial incentives as part of LEDC’s Business Improvement & Growth (“BIG”) Economic Development Program in the City; and

WHEREAS, the LEDC Board finds that the Project as herein described and carried out will promote new or expanded business development and is an “Authorized Project” as that term is defined in Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board will hold at least one public hearing on the Project prior to spending funds in accordance with Sections 505.159(a) of the Texas Local Government Code, as amended; and

WHEREAS, the LEDC Board finds that this EDPA is conditional in the event the City of Lockhart, Texas (City) receives a petition no later than the 60th day after the date notice of the Project was published, which is duly certified and accepted by the City Council, from more than 10% of the registered voters of the City of Lockhart, Texas, requesting that an election be held before the Project is undertaken in accordance with Section 505.160 of the Texas Local Government Code, as amended; and,

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and OLD PAL agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Term

The term of this Agreement shall be two (2) years from the effective date of this EDPA.

Section 3. OLD PAL Performance Requirements

In consideration of LEDC agreeing to provide the Grant described below in Section 4, OLD PAL agrees to perform the following:

- (a) To make the improvements and repairs described in the BIG Program Application filed by the owners of OLD PAL TEXAS TAVERN, which is attached hereto as Exhibit “A” and incorporated herein for all purposes (“the Improvements”).
- (b) Commence construction of the Improvements within one hundred twenty (120) days after the City’s approval of the construction plans and issuance of a building permit for the same.
- (c) Complete construction of the Improvements, at a cost estimated at \$22,770 within eighteen (18) months after the issuance of the aforesaid building permit.
- (d) OLD PAL shall provide LEDC with proof of making the Improvements by submitting copies of receipts for expenditures satisfactory to LEDC, which shall be provided within thirty (30) days of completion of the Improvements.
- (e) Keep current in the payment of taxes owed for the facility to any taxing jurisdiction in which the Property is located unless such taxes are being legally contested by OLD PAL.

Section 4. LEDC Requirements

In consideration of OLD PAL’s agreement to locate its business within the City and to perform the other acts hereinafter described, LEDC agrees it will:

- (a) Provide a Grant to OLD PAL of not more than eleven-thousand three-hundred eighty-five dollars (\$11,385.00) of the cost of making the Improvements.
- (b) Provide the Grant to OLD PAL within fourteen (14) days of receiving satisfactory proof of OLD PAL's completion of construction of the Improvements and payment of OLD PAL's payment to its architect, contractor, and vendors in full.

Section 5. Termination and Recapture

- (a) In the event that OLD PAL discontinues operations for a period of more than one hundred eighty (180) days during the duration of this Agreement, then in such event OLD PAL shall be required to repay to LEDC any monies expended by LEDC under Section 4 of this Agreement within thirty (30) days of written demand from LEDC therefore following the expiration of such period; provided however that OLD PAL shall not be required to repay such monies if such discontinuation of operations is caused by force majeure.

For the purposes of this Agreement, "force majeure" shall be defined as fire, explosion, natural disaster or other act of God, war, pandemic, or civil unrest, taking under eminent domain, regulatory restrictions or action of any applicable governmental entity, or other event or action that makes the conduct of the OLD PAL illegal or economically unsustainable is beyond the reasonable control of OLD PAL. OLD PAL shall not be required to repay such amounts so long as it is, in the opinion of the LEDC, diligently taking action(s) to renew or continue operations.

- (b) In the event, that OLD PAL shall fail to repay LEDC within thirty (30) days of the date such repayment is due according to the written demand from LEDC, OLD PAL hereby agrees that LEDC may enforce all of its rights and remedies available at law and in equity against OLD PAL.

Section 6. Entire Agreement

This Agreement, when executed, contains the entire agreement between LEDC and OLD PAL with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by LEDC and OLD PAL.

Section 7. Successors and Assigns

Neither party shall assign its rights, obligations, or interest in this Agreement without the prior written consent of the other party. In the event of consent to such assignment or in the event of legal succession of OLD PAL's interest in this Agreement

by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 8. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

OLD PAL: OLD PAL TEXAS TAVERN
Attn: James Lee
100 E. Market Street
Lockhart, TX 78644

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 9. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.

Section 10. Severability

In the event that 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 hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 11. Mutual Assistance

LEDC and OLD PAL agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Section 12. Representations and Warranties of LEDC.

LEDC hereby represents, warrants, and covenants that:

- (a) It is a Type B Economic Development Corporation, duly organized and validly existing under the laws of the State, particularly Sections 501 and 505 of the Texas Local Government Code.
- (b) The facility constitutes a “project” as defined in Sections 501.101 and 505.155 of the Texas Local Government Code.
- (c) All requirements related to public notice of the project, particularly those included in Section 505.160 of the Texas Local Government Code, have been satisfied.
- (d) The person executing this Agreement on behalf of the LEDC is fully authorized to do so.

Section 13. Representations and Warranties of OLD PAL.

- (a) It is a duly incorporated business entity with full authority to enter into this Agreement.
- (b) The person executing this Agreement on behalf of OLD PAL is fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steven Lewis, LEDC President

ATTEST:

Michael Kamerlander, LEDC Secretary

OLD PAL TEXAS TAVERN

James Lee

RESOLUTION NO. 2021-06

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH OLD PAL TEXAS TAVERN FOR A BUSINESS IMPROVEMENT & GROWTH PROGRAM GRANT AS AN AUTHORIZED PROJECT PURSUANT TO CHAPTERS 501 AND 505, TEXAS LOCAL GOVERNMENT CODE

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Old Pal Texas Tavern has applied to LEDC for a grant pursuant to the LEDC's Business Improvement & Growth Program in order to make improvements and repairs to its facility at an estimated cost of \$22,770; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

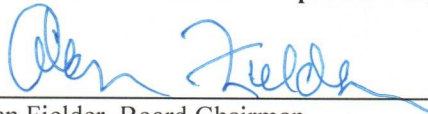
WHEREAS, the City is of the opinion that approving an Economic Development Performance Agreement ("EDPA") for the project and providing financial incentives for its implementation is in the best interests of the LEDC and the City of Lockhart;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. The foregoing recitals are adopted and incorporated herein for all purposes.
2. The EDPA by and between the LEDC and Old Pal Texas Tavern is attached hereto as Exhibit "A" and incorporated herein, the same and the Project described therein being hereby approved and authorized.
3. The Executive Director of the LEDC is directed to take such steps as are necessary to obtain approval of the City Council of Lockhart for the project and Performance Agreement, in the manner required by law, and to take such other steps, including the issuance of notice and the holding of a public hearing, that will authorize and implement the project and performance agreement and payment of financial incentives thereunder.

Approved and adopted on this, the 8th day of November, 2021.

Lockhart Economic Development Corporation



Alan Fielder, Board Chairman

Attest:

Approved as to form:



Michael Kamerlander, Board Secretary

Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, NOVEMBER 8, 2021
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Frank Estrada; Sally Daniel

Board Members Absent: Doug Foster

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:03 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding Project Iron Ore for a performance agreement with Blackjack II, LLC. pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:04 PM and Closed at 6:05 PM

2.2 Hold a public hearing regarding a performance agreement with Old Pal Bar for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:05 PM and Closed at 6:06 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the October 4, 2021 meeting.

No Discussion.

Motion to approve the minutes from the October 4, 2021 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.2 Discussion and/or action regarding sales tax and financial statements for September and October 2021.

Fiscal year-end close is being finalized and will be reported at the next meeting

Motion to approve the September and October 2021 financial statements.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.3 Discussion and/or action regarding LEDC Resolution 2021-06 for an economic development performance agreement with Old Pal Bar for a Big Grant.

Motion to approve LEDC Resolution 2021-06.

Motion: Frank Estrada

Second: Sally Daniel

Vote: 5 of 5

4.4 Discussion and/or action regarding LEDC Resolution 2021-07 for an economic development performance agreement with Blackjack II, LLC.

A question regarding the length of utility extension was brought up and they are both well under a mile. Greg Zenghi from Iron Ox gave a brief overview of the location and plans for the new location.

Motion to approve LEDC Resolution 2021-07.

Motion: Alfredo Muñoz

Second: Frank Estrada

Vote: 5 of 5

4.5 Discussion and/or action regarding a property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

5. Executive Session – No executive session held

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Hyperion
- Iron Ore
- Porterhouse

6. Board Action from Executive Session

None

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Morales gave an update on the LEDC Staff activities for October 2021.

ADJOURN

Motion to Adjourn.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

LEDC Board of Directors Adjourned at 6:49 PM.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)
MINUTES

Monday, November 8, 2021 - 6:00 P.M.

Page 2 of 3

Minutes approved this the _____ day of _____, 2021.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

BIG Grant Application

Return Completed Application to:

Lockhart EDC
308 W. San Antonio
Lockhart, TX 78644
EcoDev@lockhart-tx.org

Applicant's Name JAMES LEE/TRANIS TOLLE
OLD PAL TEXAS TAVERN OP 100 MARKET LLC
Mailing Address 100 E MARKET STREET, LOCKHART, TX 78644
Phone 512.554.9286 Email willowel05@gmail.com

Business Organization of Applicant:

☐ Corporation (dba) ☐ Partnership ☐ Sole Proprietorship
Business Name OLD PAL TEXAS TAVERN (OP 100 MARKET LLC)

Relationship of Applicant to the property to be renovated:

☐ Owner Attach copy of latest tax bill and proof of payment
☒ Tenant Attach copy of CoL Certificate of Occupancy and written permission from building owner to participate in BIG Grant Program including expiration date of present lease.

Address of property to be improved:

100 E MARKET STREET, LOCKHART, TX 78644

Describe the scope of work:

REPAINT EXTERIOR OF BUILDING, GLASS BRICK WINDOW
INSTALLATION, TINT WINDOWS, EXTERIOR MURALS

Design professional responsible for your drawings, plans, and permits:

IAN STOWE; GREEN GUILD INC. 428 TRINITY ST.
LOCKHART, TX 78644

Mailing Address 100 E MARKET STREET, LOCKHART, TX 78644

Phone 512.554.9286 E-mail willowel05@gmail.com
713.410.7000 stowed60@gmail.com

The undersigned hereby represents and certifies to the best of his/her knowledge and belief that the information contained on this statement and any exhibits or attachments hereto are true and complete and accurately describe the proposed project, and the undersigned agrees to promptly inform the City of Lockhart Economic Development Director of any changes in the proposed project which may occur.

[Signature]
Signature of Property Owner

7-8-21
Date

DAVID MENDOZA
Print Name

[Signature]
Signature of Commercial Tenant (if applicable)

7.9.21
Date

JAMES A LEE
Print Name

The Lockhart EDC reserves the right to terminate any agreement under the BIG Program if a participant is found to be in violation of any conditions set forth in these guidelines or if the project has been started prior to an executed agreement with the Lockhart EDC.

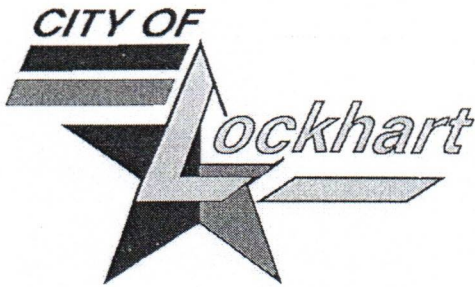


Green Guild Inc.
428 Trinity St.
Lockhart, TX
78644

July 6, 2021

Old Pal- Texas Tavern
100 East Market St.
Lockhart, TX
78644

<u>Exterior Items Completed:</u>	<u>Cost:</u>
Exterior Paint of building and trim	\$ 10,000.00
Infill exterior wall to original stucco after removed OH door	\$ 4,450.00
New Egress door to match building original at kitchen exit	\$ 1,800.00
Exterior window replacement + glass block install	\$ 1,700.00
Seal and stucco all exterior building penetrations	\$ 650.00
Hang Exterior Sign	\$ 1,200.00
 Subtotal =	 \$ 19,800.00
<u>Builders Fee 15%</u>	<u>\$ 2,970.00</u>
 TOTAL PAID =	 \$ 22,770.00
For exterior work to 100 E. Market. Paid for by OP100E Market LLC.	



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

March 18, 2021

Ian Stowe
428 Trinity Street
Lockhart, TX 78644
stowedbc@gmail.com

Dear Mr. Stowe:

On March 17, 2021, the Lockhart Historical Preservation Commission unanimously approved your request for a Certificate for Alteration (CFA-21-05) for a projecting wall sign on the northwest corner of the building, a painted wall sign on the South Main Street building façade, and awnings on the East Market Street and South Main Street facades for the new Old Pal Bar & Grill business establishment located at 100 "A" East Market Street. A Building Permit application(s), and any other permit applications deemed necessary by the Building Official, may now be submitted for the proposed work. In addition, you will be contacted when the Sign Permits are ready to be issued and picked up, at which time the \$35.00 permit review fee (total for both sign permits) must be paid.

If you have any questions, please contact me by phone at (512) 398-3461, Ext. 240, or by email at kwaller@lockhart-tx.org.

Sincerely,

Kevin Waller
Historical Preservation Officer
Assistant City Planner

Cc: Dan Gibson, City Planner
Shane Mondin, Building Official
David Mendoza, Square Bend Group, LLC (Property Owner)



"OLD PAL"

NEW BAR & GRILL

100 EAST MARKET STREET LOCKHART, TX 78644

M. BRENT LOBSTEIN ARCHITECT
1341 PAVANE HARBORCT
AND PINE, TX 75002
PH: 940.780.1781



"OLD PAL"
NEW BAR & GRILL
100 EAST MARKET STREET LOCKHART, TX 78644

SHEET INDEX	
GENERAL	
G-001	COVER SHEET & INDEX
G-002	ACCESSIBILITY STANDARDS
G-003	CODE ANALYSIS PLAN
ARCHITECTURAL	
A-101	ANNOTATED DIMENSIONED FLOOR PLAN
MECHANICAL	
M-1	MECHANICAL FLOOR PLAN
M-2	MECHANICAL DETAILS
PLUMBING	
P-1	PLUMBING FLOOR PLAN
P-2	PLUMBING DETAILS
ELECTRICAL	
E-1	ELECTRICAL FLOOR PLAN
E-2	ELECTRICAL DETAILS

Rev	Date	Description
01	11/16/2020	CONSTRUCTION DRAWINGS

Project Number : 01101 20

G-001
COVER SHEET & INDEX

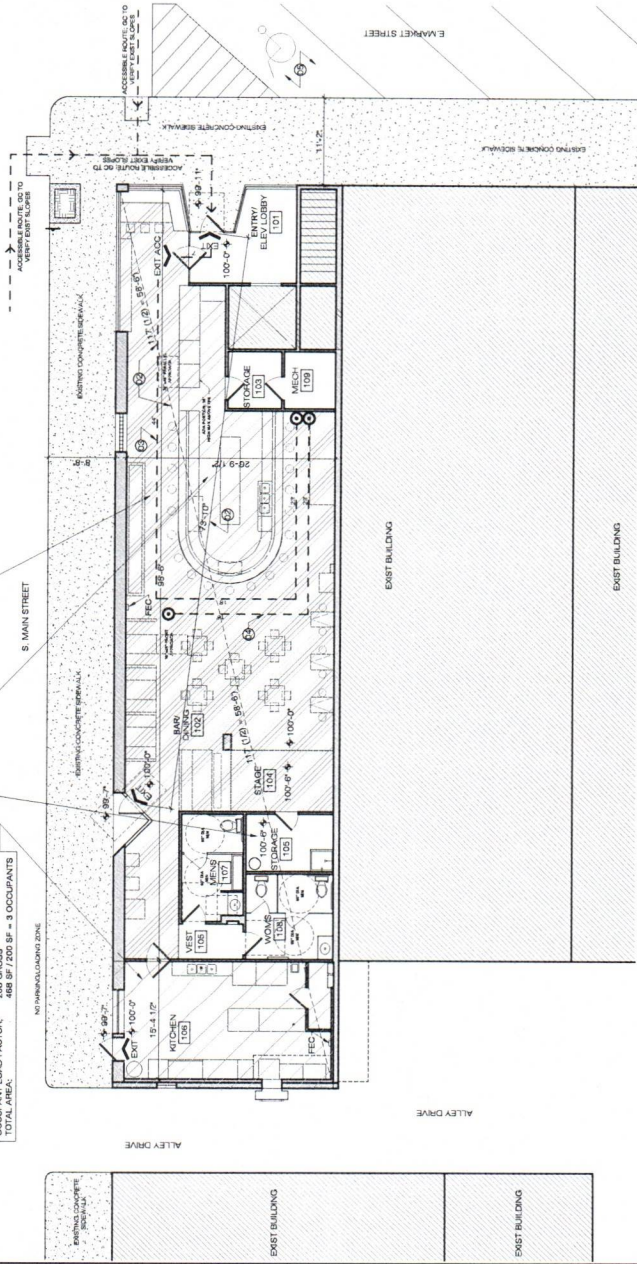
M. BRENT LOBSTEIN ARCHITECT

134 PRAIRIE HARVEST
ABILENE, TX 79602
806.789.1761
TX REGISTRATION NO. 24780



BRADSHAW & ASSOCIATES
CONSULTING MEP ENGINEERS

357 SOUTHWIND CIR. ABILENE, TEXAS 79602
 (254) 672-0703 FIRM NUMBER #6233
 E-MAIL: jrose@bradshawengineer.com



FUNCTION OF SPACE: OCCUPANT LOAD FACTOR: TOTAL AREA:	ASSEMBLY WITHOUT FIXED SEATING 384 SF / 115 SF = 3 OCCUPANTS 100 GROSS 371 SF / 100 SF = 4 OCCUPANTS	CONCENTRATED (TABLES & CHAIRS)
FUNCTION OF SPACE: OCCUPANT LOAD FACTOR: TOTAL AREA:	BUSINESS 100 GROSS 371 SF / 100 SF = 4 OCCUPANTS	
FUNCTION OF SPACE: OCCUPANT LOAD FACTOR: TOTAL AREA:	ACCESSORY STORAGE, MECH LOUP ROOM 300 GROSS 209 SF / 100 SF = 1 OCCUPANTS	
FUNCTION OF SPACE: OCCUPANT LOAD FACTOR: TOTAL AREA:	KITCHENS, COMMERCIAL 200 GROSS 408 SF / 200 SF = 3 OCCUPANTS	

[illegible]

CODE DATA SUMMARY	
APR CABLE DESIGN CODES	
EXISTING BUILDING	2016 INTERNATIONAL BUILDING CODE (IBC)
	2015 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
ENERGY	2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
MACHINICAL	2015 INTERNATIONAL MECHANICAL CODE (IMC)
ELECTRICAL	NATIONAL ELECTRIC CODE - 2014 EDITION WITH LOCAL AMENDOR
ACCESSIBILITY	2010 TEXAS ACCESSIBILITY STANDARDS (TAS) WITH REF TO THE AMERICANS WITH DISABILITIES ACT (ADA)
CODIFICATION CLASSIFICATION	ASSEMBLY GROUP A-2 PER SECTION 903.3
CONTRACT DOCUMENT AREA #	3,375 SF.
BUILDING AREA WORK AREA	REF. CHARTER OF 2016 IBC WORK AREA - 50 PERCENT
FIRE ALARMS / FIRE #	REFERENCE IEBC DEDD 2.02 OF 2015 IEBC "EXCEPTION" - WORK AREAS SHALL BE PROTECTED BY AN AUTOMATIC SMOKE DETECTOR WITH TYPING INNOV8007
PORTABLE JACKERS	PER SECTION 908
REFERENCES	906.2 MAX TRAVEL DISTANCE = 75 FEET PER CHAPTER 20 OF 2015 IBC
PLUMBING FIXTURES	(NO FIXTURES REQUIRED), BUT SECTION 410.1 OF 2015 IEBC

TOTAL OCCUPANT LOAD OF WORK AREA		88 OCCUPANTS
TOTAL OCCUPANT LOAD GROSS WELL ADJACENT		140 OCCUPANTS
FOURTH FLOOR OCCUPANT LOAD		20 INCHES (20 INCHES MINIMUM)
100 OCCUPANTS @ 5.0 PER SECTION 1006.3.2		20 INCHES
FIFTH FLOOR WIDTH PROVIDED		75 FEET (NOT SPRINKLERED)
COMMON PATH OF EGRESS TRAVEL 1006.2.1 2015 (B)		41 FEET
COMMON PATH OF EGRESS TRAVEL PROVIDED		
TWO EXITS REQUIRED WITH OCCUPANT LOAD > 50		
MAX. ALLOWED TRAVEL DISTANCE 1017.7 2015 (B)		300 FEET (NOT SPRINKLERED)
LONGEST TRAVEL DISTANCE		84 FEET
MAXIMUM DEAD END LIMIT 1020.4 2015 (B)		20 FEET IN CORRIDORS
SEPARATED OCCUPANCIES 508.4 2015 (B)		NO SEPARATION REQUIRED BETWEEN GROUP A & 3 PER TAB 506.4
REFERENCES		COMMERCIAL KITCHEN, PER 303.8)
MAXIMUM OVERALL DIMENSION PER SECTION 1017.1 OF 2015 (B)		
DISTANCE APART TOTAL TO NOT LESS THAN ONE HALF OF THE LENGTH OF THE		
MAXIMUM OVERALL DIAGONAL DIMENSION		
THIRTYFOOT DISTANCE BETWEEN E. MARKET STREET AND S. MARK STREET EXITS - 73.12		

CODE PLAN LEGEND	
EXIT	EXIT, PER SECTION 202 OF 2012 IBC
FRAC	EXIT ACCESS, PER SECTION 202 OF 2012 IBC
100'-0"	BENCHMARK GRADE LEVEL AT PUBLIC WAY
FFO	SURFACE MOUNT FIRE EXTINGUISHER CABINET; GC TO VERIFY FINAL LOCATIONS

CODE PLAN KEY NOTES

01 MAXIMUM OVERALL DIAGONAL DIMENSION: PER SECTION 1007.1.1 OF 2015 IBC
02 DISTANCE APART EQUAL TO NOT LESS THAN ONE-HALF OF THE LENGTH OF THE MAXIMUM
OVERALL DIAGONAL DIMENSION
03 MAXIMUM OVERALL DIAGONAL DIMENSION: PER SECTION 1017.2.1.5 OF 2015 IBC
04 LONGEST COMMON PATH OF EGRESS TRAVEL PROVIDED: PER 1006.2.1.2 OF 2015 IBC
05 EXISTING ADA ACCESSIBLE PARKING SPACE ADJACENT TO ACCESSIBLE ROUTE: 00 TO
CONFIRM COMPLIANT RAMP SLOPES

Rev	Date	Description
02	12/17/2020	REVISION #1
01	11/16/2020	CONSTRUCTION DRAWINGS

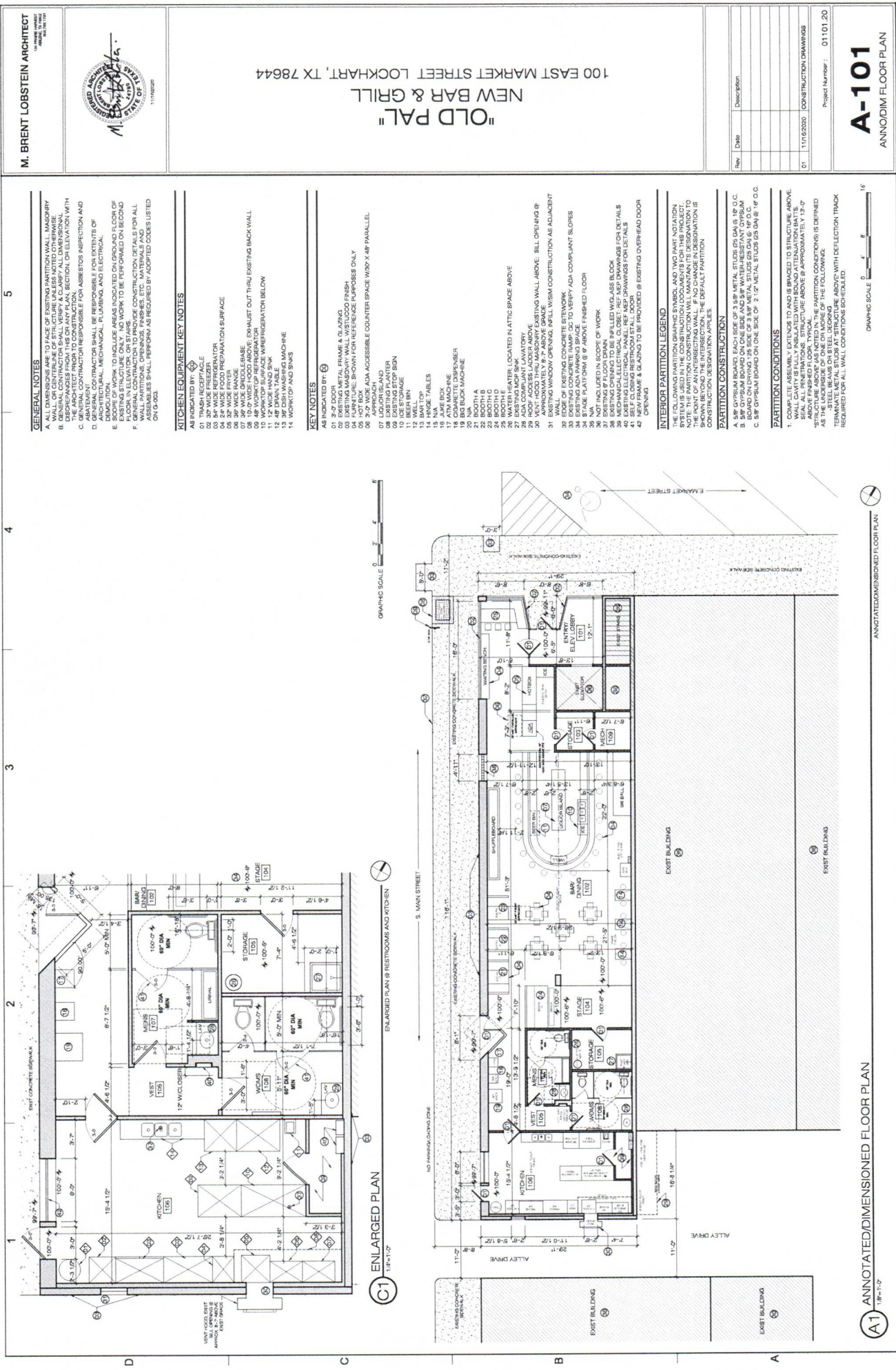
Project Number: 0110120

G-003
CODE ANALYSIS PLAN

"OLD PAL"
NEW BAR & GRILL
100 EAST MARKET STREET LOCKHART, TX 78644

M. BRENT LOBSTEIN ARCHITECT
134 FRANKLIN HIGHWAY
ADDISON, TX 75002
817.470.1781





M. BRENT LOBSTEIN ARCHITECT

100 EAST MARKET STREET
LOOKHART, TX 78644

11/10/2020

11/10/2020

100 EAST MARKET STREET
LOOKHART, TX 78644

"OLD PAL"
NEW BAR & GRILL

Rev	Date	Description
01	11/10/2020	CONSTRUCTION DRAWINGS

Project Number : 01101.20

A-101

ANNODIM FLOOR PLAN

- GENERAL NOTES

A. ALL DIMENSIONS ARE TO FACE OF EXISTING PARTITION WALL. MASONRY DEPENDENCIES FROM THIS OR ANY PLAN, SECTION, OR ELEVATION WITH GENERAL CONTRACTOR SHALL VERIFY & CLARIFY ALL DIMENSIONAL DISCREPANCIES PRIOR TO CONSTRUCTION.

B. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

C. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ASBESTOS INSPECTION AND REMEDIATION PRIOR TO CONSTRUCTION.

D. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR EXTENTS OF ARCHITECTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL WORK.

E. SCOPE OF WORK TO INCLUDE AREAS INDICATED ON GROUND FLOOR OF EXISTING STRUCTURE ONLY. NO WORK TO BE PERFORMED ON SECOND FLOOR OR ROOF.

F. GENERAL CONTRACTOR TO PROVIDE CONSTRUCTION DETAILS FOR ALL WORK NOT SHOWN ON THIS PLAN. DETAILS SHALL BE IN ACCORDANCE WITH AIA/CES STANDARDS AND AS REQUIRED BY ADOPTED CODES LISTED ON G-003.
- KITCHEN EQUIPMENT KEY NOTES

AS INDICATED BY:

01 TRASH RECEPTACLE

02 30" WIDE REFRIGERATOR

03 30" WIDE FREEZER

04 24" WIDE FOOD PREPARATION SURFACE

05 30" WIDE SINK

06 36" WIDE HANG

07 36" WIDE GRIDDLE/RAVE

08 48" WIDE REFRIGERATOR

09 48" VENT/TOX REFRIGERATOR

10 WORKTOP REFRIGERATOR

11 48" DRINK TABLE

12 36" WIDE REFRIGERATOR

13 36" WIDE REFRIGERATOR

14 WORKTOP AND SINKS
- KEY NOTES

AS INDICATED BY:

01 9'-0" DOOR

02 EXISTING METAL FRAME & GLAZING

03 EXISTING METAL FRAME & GLAZING

04 FURNITURE SHOWN FOR REFERENCE PURPOSES ONLY

05 3'-0" WIDE ADA ACCESSIBLE COUNTER SPACE W/30" X 48" PARALLEL APPROACH

06 EXISTING STAIR

07 EXISTING STAIR

08 EXISTING STAIR

09 EXISTING STAIR

10 EXISTING STAIR

11 BEER BIN

12 HINGE TABLE

13 HINGE TABLE

14 HINGE TABLE

15 HINGE TABLE

16 JAKE BOX

17 ATM MACHINE

18 ATM MACHINE

19 BIG BLACK MACHINE

20 BOOTH A

21 BOOTH B

22 BOOTH C

23 BOOTH D

24 BOOTH E

25 BOOTH F

26 BOOTH G

27 BOOTH H

28 BOOTH I

29 BOOTH J

30 BOOTH K

31 BOOTH L

32 BOOTH M

33 BOOTH N

34 BOOTH O

35 BOOTH P

36 BOOTH Q

37 BOOTH R

38 BOOTH S

39 BOOTH T

40 BOOTH U

41 BOOTH V

42 BOOTH W

43 BOOTH X

44 BOOTH Y

45 BOOTH Z
- INTERIOR PARTITION LEGEND

THE FOLLOWING PARTITION LEGEND AND TWO PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT. NOTE: THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE INTERSECTION OF THE PARTITION. THE PARTITION CONSTRUCTION DESIGNATION APPLIES TO THE PARTITION BEYOND THE INTERSECTION.
- PARTITION CONSTRUCTION

A. 5/8" GYPSUM BOARD, EACH SIDE OF 3/8" METAL STUDS @ 16" O.C.

B. 5/8" GYPSUM BOARD, EACH SIDE OF 3/8" METAL STUDS @ 16" O.C.

C. 5/8" GYPSUM BOARD, EACH SIDE OF 3/8" METAL STUDS @ 16" O.C.
- PARTITION CONDITIONS

1. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE.

2. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE.

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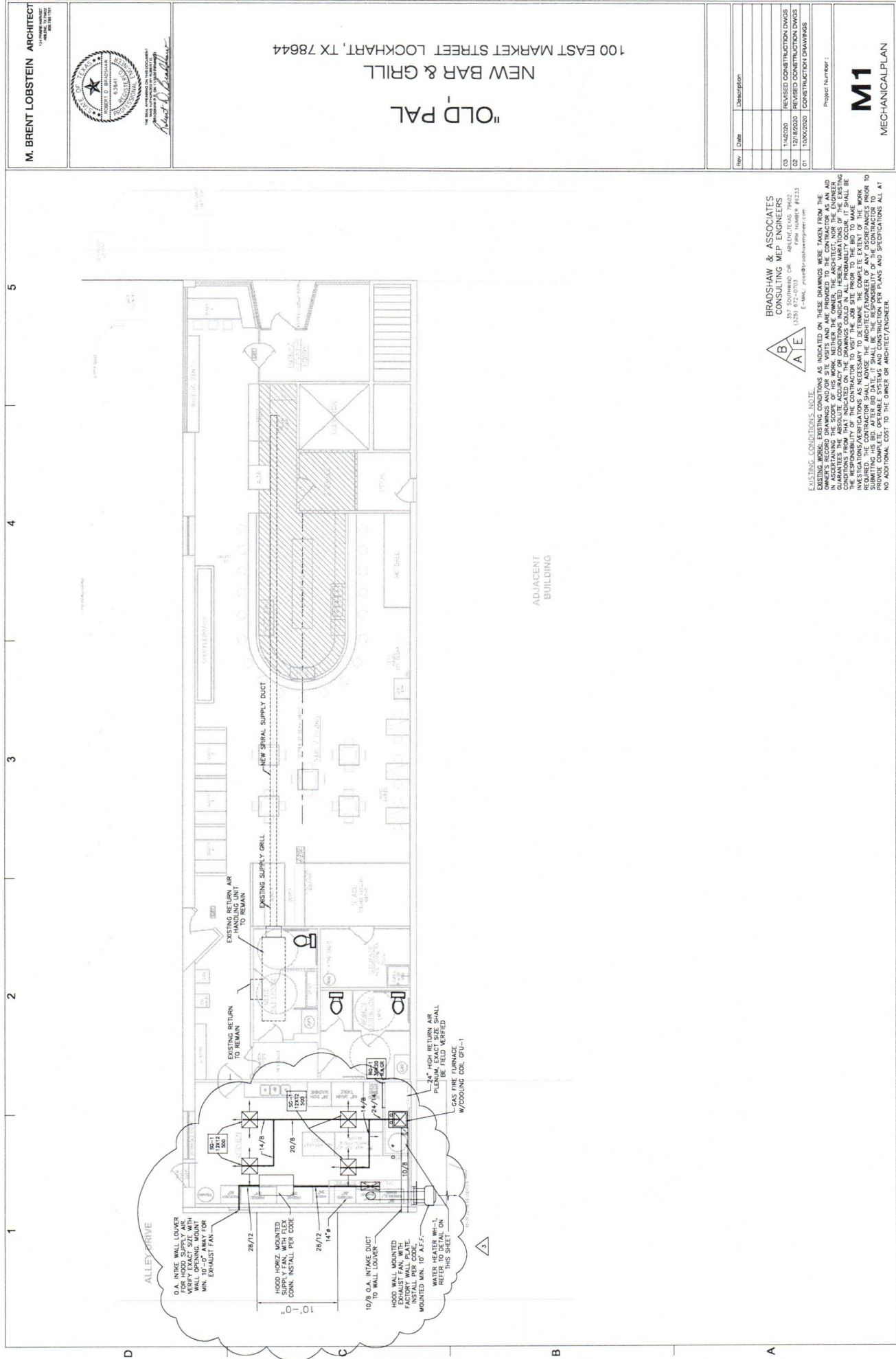
41. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE.

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43. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE.

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45. COMPLETE ASSEMBLY EXTENDS TO AND IS BRACED TO STRUCTURE ABOVE.



M. BRENT LOBSTEIN ARCHITECT
1117 MARKET STREET
SAN ANTONIO, TEXAS 78204
TEL: 214.592.1111
FAX: 214.592.1112



NEW BAR & GRILL
"OLD PAL"
100 EAST MARKET STREET LOCKHART, TX 78644

Rev	Date	Description
01	10/06/2020	CONSTRUCTION DRAWINGS
02	12/18/2020	REVISED CONSTRUCTION DWGS
03	1-16/2020	REVISED CONSTRUCTION DWGS

Project Number :
M1
MECHANICAL PLAN



BRADSHAW & ASSOCIATES
CONSULTING MEP ENGINEERS
357 SOUTHMEAD DR. ARLING, TEXAS 79002
(325) 672-0703
FAX: 817-438-9999
E-MAIL: info@bradshawmep.com

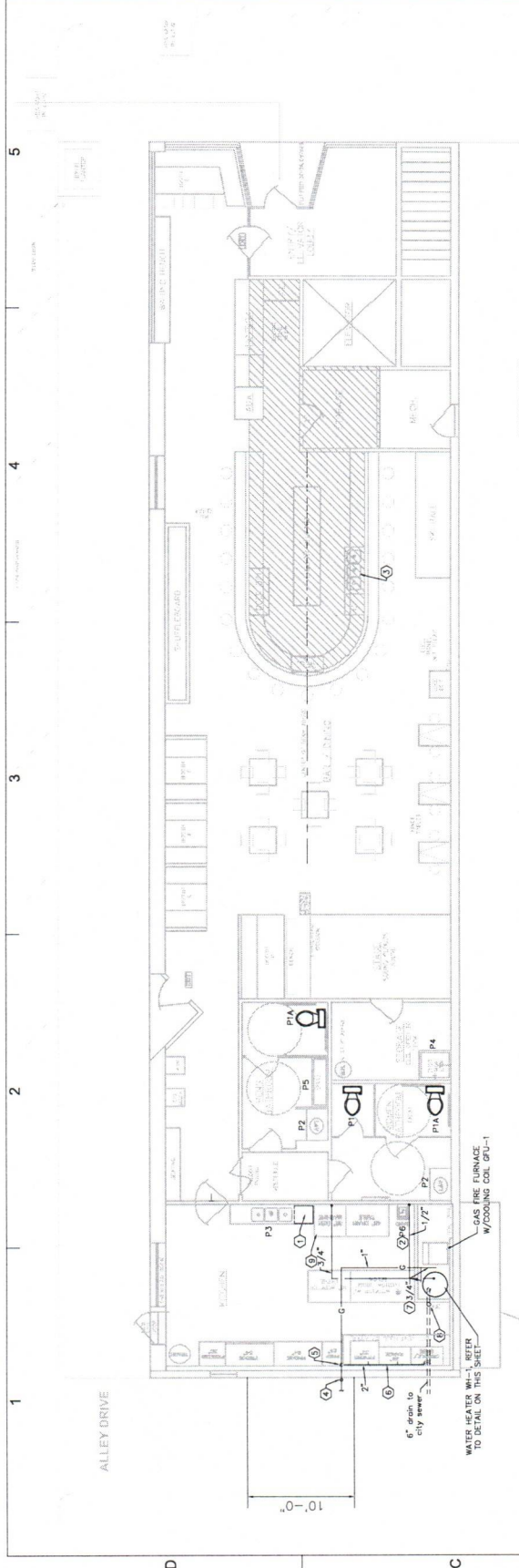
EXISTING CONDITIONS NOTE:
EXISTING WORK, EXISTING CONDITIONS AS INDICATED ON THESE DRAWINGS WERE TAKEN FROM THE
OWNER'S RECORD DRAWINGS AND/OR VISITS AND ARE PROVIDED TO THE CONTRACTOR AS AN AID
IN THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
GUARANTEEING THE ACCURACY OF THE INFORMATION PROVIDED HEREON. VARIATIONS OF THE EXISTING
CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE JOB SITE PRIOR TO MAKE
INVESTIGATIONS/VERIFICATIONS AS NECESSARY TO DETERMINE THE COMPLETE EXTENT OF THE WORK
SUBMITTING HIS BID. AFTER BID DATE, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO
VERIFY THE EXISTING CONDITIONS AND MAKE ANY NECESSARY CHANGES TO THE PLANS AND SPECIFICATIONS ALL AT
NO ADDITIONAL COST TO THE OWNER OR ARCHITECT/ENGINEER.

Rev	Date	Description
03	1/6/2020	REVISED CONSTRUCTION DWGS
02	12/1/2020	REVISED CONSTRUCTION DWGS
01	1/6/2020	CONSTRUCTION DRAWINGS

Project Number :

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PLUMBING PLAN



HEXAGON NOTES:

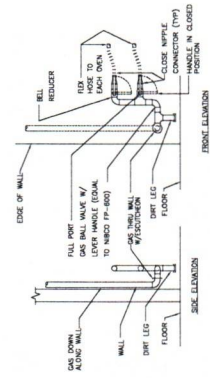
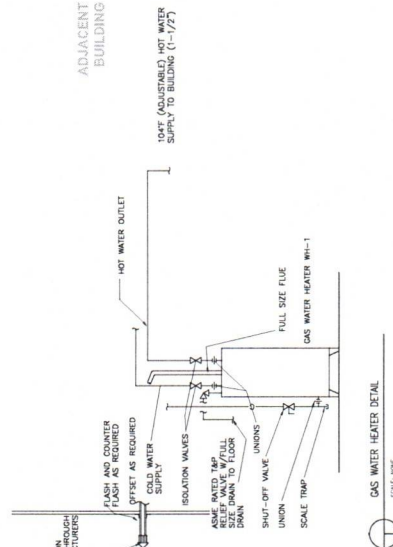
1. LOWER SINK MOUNTED GREASE TRAP EQUAL TO TURN 0172700, 20 GPM FLOW RATE, 40 GPM CAPACITY.
2. PLUMBING CONTRACTOR SHALL EXTEND SEWER AND WATER LINES TO EXISTING LINE AT EXISTING SIGN BEING REMOVED. THE EXACT REQUIREMENTS SHALL BE FIELD VERIFIED.
3. PLUMBING CONTRACTOR SHALL EXTEND SEWER AND WATER LINES IN COUNTER SPACE TO EXISTING LINE AT EXISTING SIGN BEING REMOVED. INSTALL 1/2" DIA. PEX WATER PIPE PER CODE. THE EXACT REQUIREMENTS SHALL BE FIELD VERIFIED.
4. EXTEND WED. PRESSURE GAS LINE (GAS PRESSURE AT MAIN, VERIFY PRESSURE) TO MAIN, REFER TO GAS ENTRY DETAIL THIS SHEET FOR REQUIREMENTS. DETAIL ON THIS SHEET SHOWS THE GAS PRESSURE REQUIREMENTS. DETAIL ON THIS SHEET SHOWS THE PRESSURE REGULATOR SHALL BE SET AT MAIN PSI TO 8 OZ. INTO BUILDING.
5. PLUMBING CONTRACTOR SHALL EXTEND 2" GAS LINE TO KITCHEN EQUIPMENT. INSTALL NORMALLY CALIBRATED ELECTRIC SHUT-OFF VALVE IN LINE. ENTER LOCK WITH HOOD ANSI FIRE ALARM SYSTEM AND FIRE ALARM CONTROL PANEL.
6. 2" GAS HEATER MOUNTED BEHIND KITCHEN EQUIPMENT. REFER TO DETAIL THIS SHEET.
7. PLUMBING CONTRACTOR SHALL INSTALL SHUT-OFF VALVE. SCALE TRAP AND UNION AT CONNECTION TO EACH GAS EQUIPMENT.
8. PLUMBING CONTRACTOR SHALL CAPPOFF CAST IRON DRAIN LINE (LOCATED UNDER COUNTER) WITH 1/2" DIA. PLUG. DRAIN LINE SHALL BE USED FOR CONDENSATE RETURN OR PLUMBING FLOOR DRAIN SHALL BE USED FOR CONDENSATE DRAIN OF WH-1 AND GR-1+ COOLING COIL. COORDINATE EXACT DRAIN CONNECTIONS WITH ALL CONDITIONS. DRAIN LINE MUST BE NON PVC PER CODE.
9. CIRCULAR DISH WASHER DRAIN CUT OFF LINE TO NEAREST FLOOR DRAIN. CONNECT NEW HOT WATER LINE FROM NEW WATER HEATER.

EXISTING CONDITIONS NOTE:

[illegible]

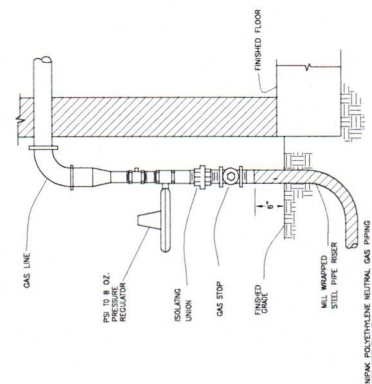
BRADSHAW & ASSOCIATES
CONSULTING MEP ENGINEERS

357 SOUTHWIND CIR. ABILENE, TEXAS 79602
25) 672-0703 FIRM NUMBER #6233
E-MAIL: jroast@broadsnowengineer.com



CONTRACTOR SHALL MAKE CONNECTION TO OWENS PER MANUFACTURER'S RECOMMENDATIONS

OVEN GAS CONNECTION DETAIL

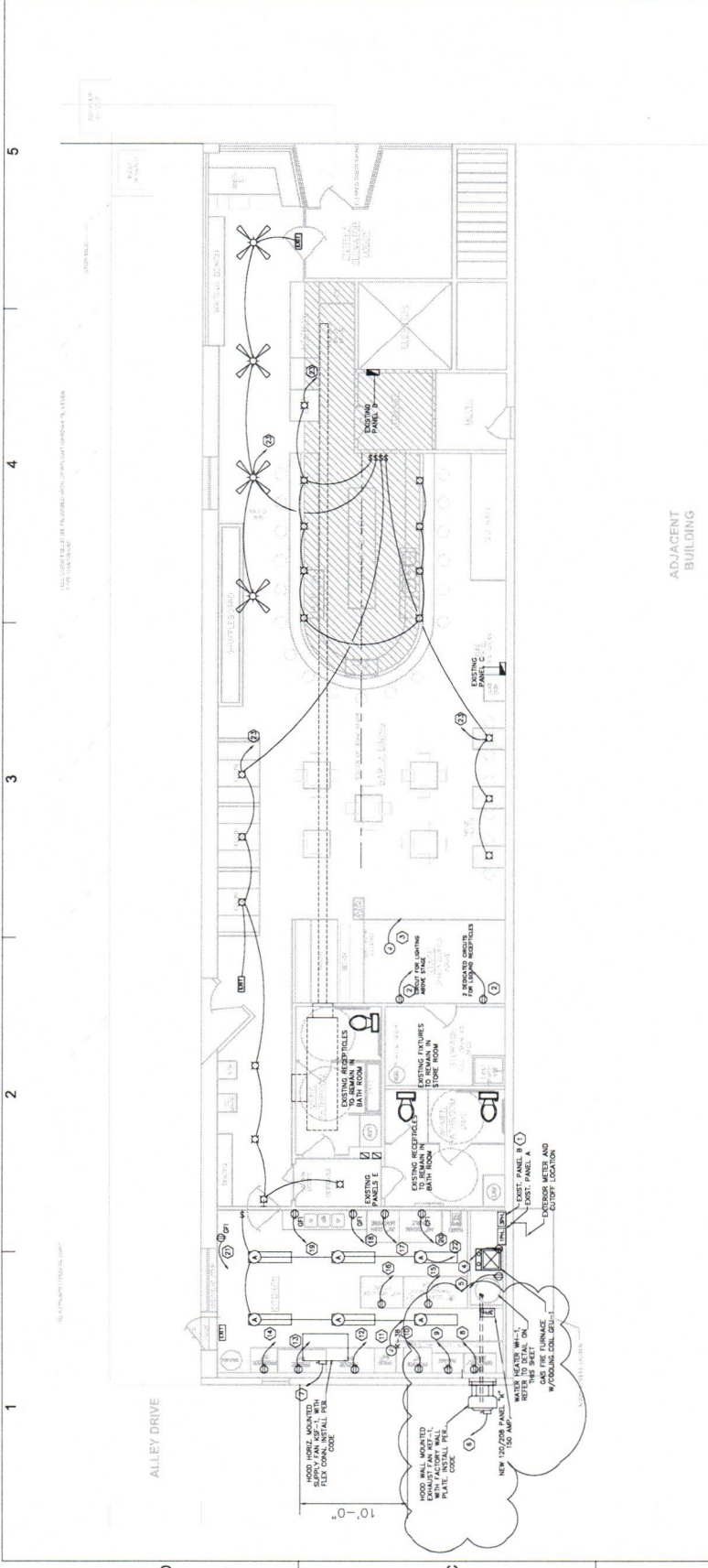


NOTE: COORDINATE METER LOCATION WITH LOCAL UTILITY. MODIFY
TRANSCHE REQUIREMENTS WITH METER REQUIREMENTS.

GAS ENTRY DETAIL	
VAL	SIZE

Rev	Date	Description
03	1/4/2020	REVISED CONSTRUCTION DWGS
02	12/18/2020	REVISED CONSTRUCTION DWGS
01	1/06/2020	CONSTRUCTION DRAWINGS

Project Number : **E1**
ELECTRICAL PLAN

ADJACENT
BUILDING

- [illegible]

EXISTING CONDITIONS NOTE:

EXISTING WORKING CONDITIONS AS INDICATED ON THESE DRAWINGS WERE TAKEN FROM THE ARCHITECT'S RECORD DRAWINGS. THE ARCHITECT HAS NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE OWNER. THE ARCHITECT HAS NO RESPONSIBILITY FOR VERIFYING THE EXISTING CONDITIONS OR FOR ASSESSING THE IMPACT OF THE PROPOSED WORK. THE ARCHITECT HAS NO RESPONSIBILITY FOR GUARANTEEING THE ACCURACY OR CONDITIONS INDICATED HEREIN. VARIATIONS OF THE EXISTING CONDITIONS FROM THE INFORMATION PROVIDED BY THE OWNER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND FOR ASSESSING THE IMPACT OF THE PROPOSED WORK PRIOR TO THE WORK. INVESTIGATIONS/VERIFICATIONS AS NECESSARY TO DETERMINE THE COMPLETE EXISTENCE OF THE WORK REQUIRED, THE CONTRACTOR SHALL ADVISE THE ARCHITECT/OWNER OF ANY DISCREPANCIES PRIOR TO THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO PROVIDE COMPLETE, OPERABLE SYSTEMS AND CONSTRUCTION PER PLANS AND SPECIFICATIONS. ALL AT NO ADDITIONAL COST TO THE OWNER OR ARCHITECT/ENGINEER.

E-Mail: jreed@harscoengineering.com



Green Guild Inc.
428 Trinity St.
Lockhart, TX
78644

July 6, 2021

Old Pal- Texas Tavern
100 East Market St.
Lockhart, TX
78644

<u>Exterior Items Completed:</u>	<u>Cost:</u>
Exterior Paint of building and trim	\$ 10,000.00
Infill exterior wall to original stucco after removed OH door	\$ 4,450.00
New Egress door to match building original at kitchen exit	\$ 1,800.00
Exterior window replacement + glass block install	\$ 1,700.00
Seal and stucco all exterior building penetrations	\$ 650.00
Hang Exterior Sign	\$ 1,200.00
Subtotal =	\$ 19,800.00
<u>Builders Fee 15%</u>	<u>\$ 2,970.00</u>
TOTAL PAID =	\$ 22,770.00
For exterior work to 100 E. Market. Paid for by OP100E Market LLC.	



COMMERCIAL LEASE AMENDMENT

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AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 100 E Market St - 1st Floor (A), Lockhart, TX 78644-2747

Effective on September 10, 2020, Landlord and Tenant amend the above-referenced lease as follows:

☐ A. Leased Premises: The suite or unit number identified in Paragraph 2A(1) is:

☐ (1) changed to _____.

☐ (2) contains approximately _____ square feet.

☐ B. Term:

☐ (1) The length of the term stated in Paragraph 3A is changed to _____ months and _____ days.

☐ (2) The Commencement Date stated in Paragraph 3A is changed to _____.

☐ (3) The Expiration Date stated in Paragraph 3A is changed to _____.

☐ C. Rent: The amount of the base monthly rent specified in Paragraph 4A is changed to:

\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;
\$ _____	from _____	to _____	;

☐ D. Security Deposit: The amount of the security deposit in Paragraph 5 is changed to \$ _____.

☐ E. Maintenance and Repairs: The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

<u>Para. No.</u>	<u>Description</u>	<u>Responsible Party</u>		
_____	_____	☐ N/A	☐ Landlord	☐ Tenant
_____	_____	☐ N/A	☐ Landlord	☐ Tenant
_____	_____	☐ N/A	☐ Landlord	☐ Tenant
_____	_____	☐ N/A	☐ Landlord	☐ Tenant

☐ F. Parking:

☐ (1) Common Parking: The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed to _____ to vehicles.

☐ (2) Restricted Common Parking for Tenants: The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed to _____ vehicles.

(TXR-2114) 1-26-10

Initialed for Identification by Landlord: _____, _____, and Tenant: _____

DS
[Signature]

09/10/20 09/10/20
3:32 PM CDT 4:55 PM CDT
dotloop verified dotloop verified

Page 1 of 2

Amendment to Commercial Lease concerning 100 E Market St - 1st Floor (A), Lockhart, TX 78644-2747

☐ (3) Assigned Parking: Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to _____

☐ (4) Parking Rental: The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to \$ _____.

☒ G. Other: Paragraph(s) 1.1(b), Page 21, Exhibit E & F are changed to read (*cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes*):

- Tenant entity is changed to be: **OP Market 100, LLC.**

- New LLC is still owned, operated & controlled by Guarantors: **Travis Tober & Jim Lee.**

Landlord: Square Bend Group, LLC

By: David Mendoza

DocuSigned by:

DM

By (signature): _____

Printed Name: David Mendoza

Title: Landlord / Owner Date: 9/11/2020

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Tenant: OP Market 100, LLC

By: Travis Tober

By (signature): Travis Tober

dotloop verified
09/10/20 3:32 PM CDT
3GTD-ITLI-45BV-QCKX

Printed Name: Travis Tober

Title: Tenant / Co-Owner Date: _____

By: Jim Lee

By (signature): James Lee

dotloop verified
09/10/20 4:55 PM CDT
CMJQ-VYZF-TSVF-R6L1

Printed Name: Jim Lee

Title: Tenant / Co-Owner Date: _____

EXHIBIT F



COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 100 E Market St - 1st Floor (A), Lockhart, TX 78644-2747

**Square Bend Group, LLC , (Landlord) and
T & B Beverage Mgmt., LLC (Tenant).**

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:
This Guaranty is in effect and good for 2 years beginning at the Executing Date of the Master Lease.

Guarantor:

Signature: Travis Tober
Printed Name: Travis Tober
Address: _____
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: _____

Witness: _____

Guarantor:

Signature: James Lee
Printed Name: Jim Lee
Address: _____
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: _____

Witness: _____

(TXR-2109) 1-26-10

NW Coldwell Banker United REALTORS Austin Region - Northwest, 9442 N Capital of Texas Hwy, Plaza 1-625 Austin TX
Rob Hinton

Phone: 5129243960

Fax: 5123438945

Page 1 of 1

100 E Market St -

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City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion and/or action to consider schedule of meetings in 2022 for Redistricting as required at the beginning of each decade to determine if, based on the new population figures provided by the US Census, the City of Lockhart's single-member voting districts continue to conform to the U.S. Constitution's one-person, one-vote requirement.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION:

On May 4, 2021, the City Council approved an agreement with Bickerstaff, Heath, Delgado & Acosta to provide legal services for all aspects associated with the redistricting process. Syd Falk of Bickerstaff's office states that Lockhart will begin the process in February 2022.

Staff is seeking direction from Council about proposed meeting dates in February, March and April 2022 to carry out the required redistricting tasks.

Four special meetings for single-member district drawing sessions are tentatively scheduled (February 8, February 22, March 8 and March 29), yet the Council might only meet 1 or 2 times for drawing sessions. Mr. Falk will be present at all meetings involving redistricting and he recommends a set meeting schedule to book the firm's Tech drawing crew to ensure their participation in the meetings.

Attached is a calendar that outlines the proposed meeting dates that involve redistricting. Also attached are Quick Facts from the U.S. Census Bureau that indicate the City of Lockhart's 2020 population is 14,379. Lockhart's population in 2010 was 12,698.

Council and staff will receive data and redistricting stats approximately one week before the February 1 initial assessment meeting. The deadline to adopt City of Lockhart's redistricting plan is July 2022. The city's next Election is on November 8, 2022 with a candidate filing period beginning on July 23, 2022.

PROJECT SCHEDULE (if applicable): February 1, 2022 - Redistricting process begins

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: May 4, 2021 - Council approved Agreement with Bickerstaff's office for legal services for Redistricting.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Redistricting tentative meeting schedule , Lockhart, TX - U.S. Census Bureau Quick Facts

February 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>Council—Reg Mtg Redistricting—initial assessment</i>	2	3	4	5
6	7	8 <i>6:30 p.m. Council— Special Mtg Redistricting—1st drawing session</i>	9	10	11	12
13	14	15 <i>Council—Reg Mtg</i>	16	17	18	19
20	21 <i>HOLIDAY</i>	22 <i>6:30 p.m. Council— Reg Mtg Redistricting—2nd drawing session, if necessary</i>	23	24	25	26
27	28					

March 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 <i>Council—Reg Mtg</i>	2	3	4	5
6	7	8 <i>6:30 p.m. Council— Special Mtg Redistricting—3rd drawing session, if necessary</i>	9	10	11	12
13	14	15 <i>Council—Reg Mtg Redistricting—Public Hearing</i>	16	17	18	19
20	21	22	23	24	25	26
27	28	29 <i>6:30 p.m. Council— Special Mtg Redistricting—4th drawing, if necessary</i>	30	31		

April 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 <i>Council—Reg Mtg Redistricting - Adoption</i>	6	7	8	9
10	11	12	13	14	15 <i>HOLIDAY</i>	16
17	18	19 <i>Council—Reg Mtg</i>	20	21	22	23
24	25	26	27	28	29	30

QuickFacts

Lockhart city, Texas; United States

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

All Topics ▼	Lockhart city, Texas	United States
Population estimates, July 1, 2019, (V2019)	14,133	328,239,523
 PEOPLE		
Population		
Population estimates, July 1, 2019, (V2019)	14,133	328,239,523
Population estimates base, April 1, 2010, (V2019)	12,690	308,758,105
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	11.4%	6.3%
Population, Census, April 1, 2020	14,379	331,449,281
Population, Census, April 1, 2010	12,698	308,745,538
Age and Sex		
Persons under 5 years, percent	▲ 3.7%	▲ 6.0%
Persons under 18 years, percent	▲ 21.4%	▲ 22.3%
Persons 65 years and over, percent	▲ 15.4%	▲ 16.5%
Female persons, percent	▲ 54.2%	▲ 50.8%
Race and Hispanic Origin		
White alone, percent	▲ 79.3%	▲ 76.3%
Black or African American alone, percent (a)	▲ 7.6%	▲ 13.4%
American Indian and Alaska Native alone, percent (a)	▲ 0.9%	▲ 1.3%
Asian alone, percent (a)	▲ 2.9%	▲ 5.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%	▲ 0.2%
Two or More Races, percent	▲ 1.1%	▲ 2.8%
Hispanic or Latino, percent (b)	▲ 53.3%	▲ 18.5%
White alone, not Hispanic or Latino, percent	▲ 36.1%	▲ 60.1%
Population Characteristics		
Veterans, 2015-2019	615	18,230,322
Foreign born persons, percent, 2015-2019	7.5%	13.6%
Housing		
Housing units, July 1, 2019, (V2019)	X	139,684,244
Owner-occupied housing unit rate, 2015-2019	60.6%	64.0%
Median value of owner-occupied housing units, 2015-2019	\$141,000	\$217,500
Median selected monthly owner costs -with a mortgage, 2015-2019	\$1,387	\$1,595
Median selected monthly owner costs -without a mortgage, 2015-2019	\$560	\$500
Median gross rent, 2015-2019	\$977	\$1,062
Building permits, 2020	X	1,471,141
Families & Living Arrangements		
Households, 2015-2019	4,275	120,756,048
Persons per household, 2015-2019	2.81	2.62
Living in same house 1 year ago, percent of persons age 1 year+, 2015-2019	85.2%	85.8%
Language other than English spoken at home, percent of persons age 5 years+, 2015-2019	34.8%	21.6%
Computer and Internet Use		
Households with a computer, percent, 2015-2019	88.2%	90.3%
Households with a broadband Internet subscription, percent, 2015-2019	71.7%	82.7%
Education		
High school graduate or higher, percent of persons age 25 years+, 2015-2019	79.6%	88.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019	15.2%	32.1%
Health		
With a disability, under age 65 years, percent, 2015-2019	11.2%	8.6%
Persons without health insurance, under age 65 years, percent	▲ 22.7%	▲ 10.2%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2015-2019	52.8%	63.0%
In civilian labor force, female, percent of population age 16 years+, 2015-2019	44.7%	58.3%

Total accommodation and food services sales, 2012 (\$1,000) (c)	27,701	708,138,598
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	D	2,040,441,203
Total manufacturers shipments, 2012 (\$1,000) (c)	126,996	5,696,729,632
Total retail sales, 2012 (\$1,000) (c)	152,660	4,219,821,871
Total retail sales per capita, 2012 (c)	\$11,822	\$13,443
Transportation		
Mean travel time to work (minutes), workers age 16 years+, 2015-2019	30.2	26.9
Income & Poverty		
Median household income (in 2019 dollars), 2015-2019	\$55,644	\$62,843
Per capita income in past 12 months (in 2019 dollars), 2015-2019	\$23,346	\$34,103
Persons in poverty, percent	▲ 14.6%	▲ 11.4%

BUSINESSES

Businesses

Total employer establishments, 2019	X	7,959,103
Total employment, 2019	X	132,989,428
Total annual payroll, 2019 (\$1,000)	X	7,428,553,593
Total employment, percent change, 2018-2019	X	1.6%
Total nonemployer establishments, 2018	X	26,485,532
All firms, 2012	827	27,626,360
Men-owned firms, 2012	438	14,844,597
Women-owned firms, 2012	325	9,878,397
Minority-owned firms, 2012	324	7,952,386
Nonminority-owned firms, 2012	462	18,987,918
Veteran-owned firms, 2012	57	2,521,682
Nonveteran-owned firms, 2012	726	24,070,685

GEOGRAPHY

Geography

Population per square mile, 2010	815.3	87.4
Land area in square miles, 2010	15.57	3,531,905.43
FIPS Code	4843240	1

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution 2021-22 approving an economic development performance agreement between the Lockhart Economic Development Corporation and Blackjack II, LLC. to authorize the Lockhart Economic Development Corporation to provide a grant of up to \$200,000 to Blackjack II, LLC for reimbursement of water and wastewater utilities construction.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Project Iron Ore is an expansion of Iron Ox in Lockhart. Iron Ox recently received \$53 million in series B funding and is looking towards its next expansion. This new expansion would encompass more than 1 million square feet on 85 acres. This is on top of the 535,000 SF on the 25 acres on Reed Drive currently under construction.

The attached economic development performance agreement states that the company will receive a rebate of up to \$200,000 of LEDC funds for the installation of water and wastewater lines to the property. This rebate is due to the company only after those utilities have been installed.

To receive the rebate, Iron Ox must close on the land, construct the utilities, pay for them, and begin construction on the land for its new facility.

The construction of these utilities will serve more than Iron Ox as that part of town will continue to experience growth in the future providing a public service in that area.

LEDC Board unanimously passed the attached Performance agreement.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: 200000

Account Number: 800-5199-704

Funds Available: 350000

Account Name: Economic Development

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: LEDC Board of Directors unanimously passed Resolution 2021-07 at its regular board meeting on November 8, 2021.

STAFF RECOMMENDATION/REQUESTED MOTION: Move to pass Resolution 2021-22 approving an economic development performance agreement between the Lockhart Economic Development Corporation and Blackjack II, LLC. to authorize the Lockhart Economic Development Corporation to provide a grant of up to \$200,000 to Blackjack II, LLC for reimbursement of water and wastewater utilities construction.

LIST OF SUPPORTING DOCUMENTS: City Resolution 2021-22 Iron Ox, Iron Ox LEDC Performance Agreement Final, Iron Ox EDPA Res, LEDC Draft Minutes 11.8.21

RESOLUTION NO. 2021-22

A RESOLUTION OF THE CITY COUNCIL OF LOCKHART, TEXAS APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND BLACKJACK II, LLC TO AUTHORIZE THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE A GRANT OF UP TO \$200,000 TO BLACKJACK II, LLC FOR REIMBURSEMENT OF WATER AND WASTEWATER UTILITIES CONSTRUCTION.

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, Blackjack II, LLC will engage in a project whereby it will make a capital investment of \$120,000,000 in order to construct a facility in the Lockhart area, including utility extensions, and to bring primary jobs to the City of Lockhart, all as more fully described in the EDPA; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, the LEDC will provide Blackjack II, LLC with a grant of up to \$200,000 to reimburse Blackjack II, LLC for the cost of utility extension to the facility.

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

1. Recitals: The foregoing recitals are adopted and incorporated herein for all purposes.
2. Approval of the EDPA: The Board of Directors of the LEDC hereby approves the EDPA between the LEDC and Blackjack II, LLC, a copy of which Amendment is attached hereto as Exhibit "A," which is incorporated herein for all purposes.

Approved and adopted on this, the 16th day of November 2021.

CITY COUNCIL OF LOCKHART, TEXAS

Lew White, Mayor

Attest:

Approved as to form:

Connie Constancio, City Secretary

Monte Akers, City Attorney

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Economic Development Performance Agreement ("Agreement") is made and entered into by and between THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION OF LOCKHART, TEXAS ("LEDC"), a Type B Economic Development Corporation, and Blackjack II, LLC. ("Iron Ox") a Delaware limited liability company.

RECITALS

WHEREAS, Blackjack II, LLC. desires to construct a facility and conduct business operations in the City of Lockhart, Texas ("City") and to participate in the Economic Development Program established in this Agreement; and

WHEREAS, LEDC desires to establish this Economic Development Program and to offer incentives to Iron Ox to locate such business in the City; and

WHEREAS, the LEDC is authorized to promote state and local economic development and to stimulate business and commercial activity within the City, and LEDC has determined that substantial economic benefits, including the bringing of new primary jobs to the City, an increase in the City's tax rolls, and the creation of new opportunities for local employment, will accrue to the City and the surrounding area, if such business is successfully developed on such property; and

WHEREAS, LEDC and Iron Ox desire to enter into this Agreement in order to comply with Sec. 501.158, Texas Local Government Code, which requires an economic development corporation, in order to offer incentives or make expenditures on behalf of a business enterprise under a project, to enter into a performance agreement that addresses a schedule of jobs created or retained, capital investment to be made, direct incentives provided, and the terms under which repayment shall be made in the event a business enterprise does not meet the requirements specified in the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Iron Ox agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein by reference as if fully set forth in their entirety.

Section 2: Definitions

- (a) "Building" or "Facility" shall mean the building to be constructed by Iron Ox on the Property and in which it will operate its business.

(b) “Effective Date” shall mean the date that both parties have executed this Agreement.

(c) “Full Time Equivalent Job” (“FTE Job”) shall mean a permanent, full time equivalent employment position that meets the definition of a “Primary Job” pursuant to Sec. 501.002(12), Texas Local Government Code. Two part-time jobs, but no more than two, may be counted as one FTE Job for the purposes of this Agreement.

(d) “Property” shall mean 85 acres, more or less, described as A020 NEILL, JOHN A., ACRES 85.0 (the address of which is 3249 FM 1322., Lockhart, Texas 78644) in Caldwell County, Texas.

Section 3: Term

The term of this Agreement shall be ten (10) years, commencing on the effective date of this Agreement, and terminating at midnight on the day immediately preceding the tenth anniversary of the effective date.

Section 4. Iron Ox Requirements

In consideration of the financial incentives described and offered by LEDC pursuant to this Agreement, Iron Ox agrees:

- (a) Request annexation into the City of Lockhart.
- (b) To, directly and/or through one or more of its affiliates, make a capital investment of one-hundred twenty million dollars (\$120,000,000.00) in the Project.
- (c) To cause the Facility to be constructed and to notify LEDC in writing when it has received a Certificate of Occupancy from the City of Lockhart for the Facility, and specifying the date that IRON OX and/or one or more of its affiliates will move into the Facility and begin operation therein.
- (d) To move into the Facility and/or cause one or more of its affiliates to move into the Facility and commence operations by June 30, 2023.
- (e) Other than due to a Business Interruption Exception, to create and fill and/or cause the creation and filling of at least twenty-eight (28) Full Time Equivalent Jobs positions at the Facility at following rate:
 - By Year Ending 2023: a total of 20 FTE jobs positions
 - By Year Ending 2024: a total of 25 FTE jobs positions
 - By Year Ending 2025: a total of 28 FTE jobs positions.(Such persons may work in shifts and may not all be at the Facility at the same time)
- (f) To continue business operations at the Facility (or at such other location in the City approved by the LEDC) throughout the term of this Agreement.
- (g) To maintain at least twenty-eight (28) Full Time Equivalent Jobs starting January 1, 2024 throughout the remainder of this Agreement.

- (h) To keep current (after notice and thirty (30) days' opportunity to cure) in the payment of taxes owed by IRON OX to any taxing jurisdiction having jurisdiction in connection with its operations in Lockhart.
- (i) To provide payroll records to LEDC annually showing compliance with Section 4(e) as well as Employment and Payroll Certification during the term of this Agreement.
- (j) To meet all requirements of this Agreement and to comply with all applicable City of Lockhart ordinances, state and federal law, and related requirements during the term of this Agreement.

Section 5. LEDC Requirements

In consideration of IRON OX's agreement to locate its business within the City and to perform the other acts described herein, LEDC agrees it will provide IRON OX a grant, not to exceed, of Two-hundred thousand dollars (\$200,000.00) for construction of the water and wastewater lines extended to the property, to be paid to IRON OX no later than thirty (30) days following LEDC's receipt of satisfactory written documentation of IRON OX's satisfactory completion of the utility extensions.

Section 6. Recapture/Termination

- (a) In the event that IRON OX and/or one or more of its affiliates begins operating its business, but subsequently discontinues operating its business in Lockhart for any reason except as a result of fire, explosion, or other casualty or accident, force majeure or other natural disaster, war or civil unrest, a taking under eminent domain, regulatory restrictions of any applicable governmental entity which makes conduct of the IRON OX illegal or economically untenable, or other event beyond the reasonable control of IRON OX (the "Business Interruption Exceptions") for a period of more than one hundred eighty (180) days during the term of this Agreement, then in such event IRON OX shall be required to repay to LEDC any and all monies expended by the LEDC under Section 5 of this Agreement within thirty (30) days of written demand therefore following the expiration of such period. The burden shall be upon IRON OX to prove to the satisfaction of the LEDC that the discontinuance of operating its business was a result of one of the Business Interruption Exceptions. In the event that following the occurrence of a Business Interruption Exception which may reasonably be cured within one (1) year of the cessation of business operations, then should IRON OX fail to resume business operations within one (1) year of the date of discontinuance of operations, IRON OX shall be required to repay LEDC any monies expended by the LEDC under Section 5 of this Agreement within thirty (30) days of written demand therefore following the expiration of the one year period.
- (b) In the event that IRON OX allows ad valorem taxes owed to the City of Lockhart, Texas on the Property, or its business personal property or inventory to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest (after notice and thirty (30) days' opportunity to cure), IRON OX shall be required to repay LEDC any monies

expended by the LEDC under Section 5 of this Agreement within thirty (30) days of written demand therefore following such event.

Section 7. Dispute Resolution, Applicable Law, Venue, and Attorney's Fees

(a) In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator agreed to by the parties. LEDC and IRON OX expressly waive any statutory or other legal requirements that may exist for serving notices or engaging in alternative dispute resolution prior to doing so.

(b) In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas. Venue shall lie in Caldwell County, Texas. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its reasonable and necessary costs and attorney's fees from the non-prevailing party pursuant to applicable law.

Section 8. Entire Agreement

This Agreement, when executed, contains the entire agreement between the LEDC and Iron Ox with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the LEDC and Iron Ox.

Section 9. Successors and Assigns

This Agreement may not be assigned to any third party by Iron Ox without the written consent of LEDC. In the event of such assignment or in the event of legal succession of Iron Ox interest in this Agreement by operation of law, this Agreement shall be binding on and inure to the benefit of such assign or successor.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

Iron Ox, Inc.:

Blackjack II, LLC.
Attn: Tom Constantino
955 Terminal Way
San Carlos, CA 94070

Lockhart Economic Development Corporation:

Lockhart Economic Development Corporation
Attn: Executive Director
308 W. San Antonio
P.O. Box 239
Lockhart, TX 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Severability

In the event that 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 hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 13. Mutual Assistance

LEDC and Iron Ox agree to do all things reasonably necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION:

Steve Lewis, President

ATTEST:

Michael Kamerlander, LEDC Secretary

Blackjack II, LLC. :

Tom Constantino, CFO

RESOLUTION NO. 2021-07

A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION AND BLACKJACK II, LLC TO AUTHORIZE THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION TO PROVIDE A GRANT OF UP TO \$200,000 TO BLACKJACK II, LLC FOR REIMBURSEMENT OF WATER AND WASTEWATER UTILITIES CONSTRUCTION.

WHEREAS, the City of Lockhart ("City") is a Type B corporation operating pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, Blackjack II, LLC will engage in a project whereby it will make a capital investment of \$120,000,000 in order to construct a facility in the Lockhart area, including utility extensions, and to bring primary jobs to the City of Lockhart, all as more fully described in the EDPA; and

WHEREAS, the City finds that the project will promote new or expanded business development in the City of Lockhart and the surrounding area and that it qualifies as a project pursuant to Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, pursuant to the EDPA, the LEDC will provide Blackjack II, LLC with a grant of up to \$200,000 to reimburse Blackjack II, LLC for the cost of utility extension to the facility.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION, that:

1. Recitals: The foregoing recitals are adopted and incorporated herein for all purposes.
2. Approval of the EDPA: The Board of Directors of the LEDC hereby approves the EDPA between the LEDC and Blackjack II, LLC, a copy of which Amendment is attached hereto as Exhibit "A," which is incorporated herein for all purposes.

Approved and adopted on this, the 8th day of November 2021.

Lockhart Economic Development Corporation



Alan Fielder, Board Chairman

Attest:

Approved as to form:



Michael Kamerlander, Board Secretary



Monte Akers, Board Attorney

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, NOVEMBER 8, 2021
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Frank Estrada; Sally Daniel

Board Members Absent: Doug Foster

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:03 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding Project Iron Ore for a performance agreement with Blackjack II, LLC. pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:04 PM and Closed at 6:05 PM

2.2 Hold a public hearing regarding a performance agreement with Old Pal Bar for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:05 PM and Closed at 6:06 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the October 4, 2021 meeting.

No Discussion.

Motion to approve the minutes from the October 4, 2021 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.2 Discussion and/or action regarding sales tax and financial statements for September and October 2021.

Fiscal year-end close is being finalized and will be reported at the next meeting

Motion to approve the September and October 2021 financial statements.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.3 Discussion and/or action regarding LEDC Resolution 2021-06 for an economic development performance agreement with Old Pal Bar for a Big Grant.

Motion to approve LEDC Resolution 2021-06.

Motion: Frank Estrada

Second: Sally Daniel

Vote: 5 of 5

4.4 Discussion and/or action regarding LEDC Resolution 2021-07 for an economic development performance agreement with Blackjack II, LLC.

A question regarding the length of utility extension was brought up and they are both well under a mile. Greg Zenghi from Iron Ox gave a brief overview of the location and plans for the new location.

Motion to approve LEDC Resolution 2021-07.

Motion: Alfredo Muñoz

Second: Frank Estrada

Vote: 5 of 5

4.5 Discussion and/or action regarding a property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

5. Executive Session – No executive session held

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Hyperion
- Iron Ore
- Porterhouse

6. Board Action from Executive Session

None

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Morales gave an update on the LEDC Staff activities for October 2021.

ADJOURN

Motion to Adjourn.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

LEDC Board of Directors Adjourned at 6:49 PM.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)
MINUTES

Monday, November 8, 2021 - 6:00 P.M.

Page 2 of 3

Minutes approved this the _____ day of _____, 2021.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion and/or action regarding a purchase and sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Attached is a land purchase agreement with Titan Development out of Albuquerque, NM. Titan Development is one of the Southwest's largest and most active real estate development and investment firms. Titan offers real estate services for a variety of asset classes to take projects from inception to completion, as well as an in-house private equity fund management platform to better respond to their investor's needs.

Titan Development expanded into other strategic and high growth markets including Texas, Arizona, Colorado, and Florida. Over the past 22 years, Titan Development has established a proven track record across a diversified class of real estate investments including: multifamily, senior living, office, industrial, retail, and single-family lots.

Since its inception, the firm has completed over \$2.4B in real estate development by the partners with \$375.5M of assets under management, and over 15.5M square feet of developed real estate.

Notable Central Texas Titan developments: Hutto, Schertz, New Braunfels, Selma, and Georgetown. Titan has recently developed over 1 million SF in those cities over the past 5 years.

Other items of note:

1. Site: Block A, Lot 2 (13.6 acres) (See Map)
2. Purchase Price: \$2.75/SF
3. Earnest Money: \$50,000. \$25,000 goes hard after 6 months and the remaining \$25,000 goes hard after 9 months.
4. Due Diligence Period: Titan shall have 12 months to complete its Due Diligence related to the site.
5. Exclusivity: Titan shall have the exclusive right to market the site during the Due Diligence Period. Titan will be hiring a broker.
6. Site Delivery: Site shall be delivered with all wet and dry utilities (less communication) and road infrastructure (Cahill Road) by LEDC. LEDC is already doing this.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

7. Development Agreement: Upon closing on the land, Titan will enter into a Development Agreement with the City of Lockhart that will outline responsibilities of both parties and will include a timeline to start construction.

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: LEDC Board of Directors unanimously voted in favor of executing the contract as presented.

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

LIST OF SUPPORTING DOCUMENTS: Titan PSA, LEDC Draft Minutes 11.8.21

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is entered into by and between LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation (“Seller”), and TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its permitted successors or assigns (“Buyer”), Seller and Buyer are sometimes referred to herein each individually as a “Party” and collectively as the “Parties”.

RECITALS:

Seller is the owner of certain unimproved real property described below. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, such real property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I GENERAL INFORMATION

The following general information is used throughout this Agreement:

- | | | |
|-----|-----------------|---|
| 1.1 | Buyer’s Tax ID: | 87-0707883 |
| 1.2 | Title Company: | Chicago Title
Attn: Robert P. Jordan
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com |
| 1.3 | Effective Date: | The date the Title Company acknowledges receipt of counterparts of this Agreement executed by both Buyer and Seller, which date will be set forth on the Joinder of Title Company which follows the signatures of Seller and Buyer below. |
| 1.4 | Property: | That certain real property containing 13.615 acres known as Block A, Lot 2 of the Lockhart Industrial Park III, being located near the intersection of San Antonio, St. and SH 130, Lockhart, Texas described with further particularity in Exhibit “A” attached hereto and made a part hereof. |

- 1.5 Purchase Price: Approximately One Million Six Hundred Twenty-Nine Thousand One Hundred Forty-Four and 00/100ths Dollars (\$1,629,144.00), which shall be adjusted at \$2.75 per square foot upon confirmation of the Property's square footage pursuant to the Survey (defined below).
- 1.6 Earnest Money: Fifty Thousand and 00/100ths Dollars (\$50,000.00) to be deposited within three (3) business days of the Effective Date, and to be applied as set forth in Section 4.1 below.
- 1.7 Feasibility Period: The time period beginning on the latter of (1) the Effective Date, or (2) receipt of all Property Documents (as defined below) and ending Three Hundred Sixty-Five (365) days after such date.
- 1.8 Closing Date: Thirty (30) days after expiration of the Feasibility Period.
- 1.9 Place of Closing: At the office of the Title Company, in San Antonio, Texas. There shall be no requirement that Seller and Buyer physically attend the Closing, and all funds and documents to be delivered at the Closing may be delivered to Title Company unless the Parties hereto mutually agree otherwise.
- 1.10 Broker: Seller's: None
Buyer's: None
- 1.11 Commission: None
- 1.12 Seller Notice: Lockhart Economic Development Corporation
Attn: _____

Telephone: _____
Email: _____
- With a copy to: _____
Attn: _____

Telephone: _____
Email: _____

1.13 Buyer Notice: Titan Property Management, LLC
Attn: Joe Iannacone
4903 Woodrow Ave., Bldg. A
Austin, Texas 78756
Telephone: 512-720-7200
Email: jiannacone@titan-development.com

With a copy to: Christopher M. Pacheco
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico 87120
Telephone: 505-998-0163
Email: cpacheco@titan-development.com

ARTICLE II DEFINITIONS

The terms defined in Article I, this Article II and elsewhere in this Agreement, whenever capitalized, will have the meanings so defined whenever such terms are used in this Agreement, unless the context clearly indicates a different meaning:

2.1 “Agreement”. This instrument, together with all exhibits hereto.

2.2 “Closing”. The consummation of the transaction contemplated by this Agreement, including the transfer of the Property to Buyer and receipt of the Purchase Price by Seller.

2.3 “Current Funds”. Wire transfer of current federal funds in accordance with wiring instructions to be provided by the Title Company, or such other forms of immediately available funds as may be acceptable to Seller.

2.4 “Deed”. The Special Warranty Deed to be delivered to Buyer at Closing, in the form attached hereto as Exhibit “B” and made a part hereof.

2.5 “Earnest Money”. The funds as specified in Section 1.6 above to be paid by Buyer to Title Company in accordance with Section 4.1 upon Buyer’s and Seller’s execution of this Agreement.

2.6 “Effective Date”. is as specified in Section 1.3 above and as set forth in the Joinder Agreement herein.

2.9 “Permitted Exceptions”. Those matters subject to which title to the Property will be conveyed to Buyer in accordance with Section 6.2 hereof.

2.11 “Property”. The real property to be conveyed to Buyer pursuant to this Agreement as approximately described in Exhibit “A” hereto; any utility capacities, licenses, permits, approvals, authorizations, entitlements and other intangibles owned by Seller, if any, and situated on or associated with the real property (including, without limitation, any right to refunds, rebates or concessions from governmental authorities associated with the real or personal property); all

easements and rights-of-way, if any, benefiting the Property and all rights and appurtenances, if any, pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way or adjacent strips or gores, and all development and air rights, riparian and other water access rights, mineral rights, sewer rights and all other rights belonging or pertaining thereto, if any. Seller

2.12 “Purchase Price”. The sum specified in Section 15. above, payable in the manner set forth in Sections 4.1 and 4.2 hereof.

2.14 “Survey”. A new ALTA Survey prepared by a surveyor reasonable acceptable to Buyer, which shall be delivered by Seller, at its sole cost and expense, to Buyer and Title Company in accordance with Section 6.2, showing the improvements in place as of the date of the Survey.

2.15 “Title Commitment”. The commitment for an Owner’s Title Insurance Policy in the form prescribed by the Texas Department of Insurance, to be issued to Buyer, at Seller’s expense, in accordance with Section 6.1 hereof.

2.16 “Title Documents”. True and legible copies of the documents listed in the Title Commitment as affecting the title to the Property.

2.17 “Title Policy”. A TX-T1 Owner’s Policy of Title Insurance (1-3-2014), to be issued to Buyer in the full amount of the Purchase Price, in accordance with Section 8.3 hereof.

2.18 “Hazardous Substances”. Any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde, polychlorinated biphenyls and radon gas and any chemicals, materials or substances defined as or included in the definitions of “hazardous substances,” “hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “bio-hazard,” “biological waste,” “medical waste” or words of similar import, under any applicable federal, state or local environmental, safety or health laws, ordinances, rules of common law, regulations or directives.

ARTICLE III AGREEMENT OF PURCHASE AND SALE

3.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and assign to Buyer, and Buyer agrees to purchase and accept from Seller, all of Seller’s right, title and interest in and to the Property. The Title Company shall act as the escrow agent for this transaction and Seller and Buyer agree to enter into any standard escrow agreement or escrow instructions required by the Title Company that are not inconsistent with the provisions of this Agreement.

ARTICLE IV CONSIDERATION

4.1 Earnest Money Deposits. Within three (3) business days after the Effective Date, and as a condition precedent to Seller’s obligations under this Agreement, Buyer will deliver the Earnest

Money to Title Company, in Current Funds, to be held in escrow pursuant to the terms and conditions of this Agreement. Buyer has the unilateral right to direct the return of the Earnest Money upon any termination of this Agreement by Buyer prior to One Hundred Eighty (180) days after the Effective Date in which event all Earnest Money shall be refunded immediately to Buyer after Buyer's delivery of notice of termination to the Title Company. Except in the event of an uncured default by Seller, or as otherwise set forth herein, if the Agreement is not terminated by Buyer prior to 180 days from the Effective Date, Twenty-Five Thousand and 00/100ths Dollars (\$25,000.00) of the Earnest Money shall immediately become non-refundable thereafter but shall be applicable to the Purchase Price at Closing. Except in the event of an uncured default by Seller, or as otherwise set forth herein, if the Agreement is not terminated by Buyer prior to Two Hundred Seventy (270) days from the Effective Date, the remainder of the Earnest Money shall immediately become non-refundable thereafter but shall be applicable to the Purchase Price at Closing.

The Earnest Money will be held by the Title Company in an FDIC insured interest bearing account under Buyer's taxpayer identification number until disbursed in accordance with this Agreement. In the event that Buyer fails to timely deliver the Earnest Money to the Title Company, this Agreement shall be voidable at Seller's option upon written notice to the Title Company and Buyer at any time before the Earnest Money is deposited.

4.2 Payment of Purchase Price. The balance of the Purchase Price, subject to adjustments and prorations as provided herein, will be paid to Seller, through escrow with the Title Company, at Closing in Current Funds.

4.3 Independent Consideration. One Hundred and No/100 Dollars (\$100.00) of the Earnest Money (the "Independent Contract Consideration") has been bargained for and is as consideration for Seller's execution and delivery of this Agreement. The Independent Contract Consideration is (i) independent of any other consideration or payment provided for in this Agreement, (ii) wholly earned by Seller upon Seller's execution of this Agreement, and (iii) not refundable and shall be retained by Seller except in the case of a default by Seller and the termination of this Agreement by Buyer. If and when the transaction closes, but not otherwise, the Independent Contract Consideration will be credited towards the Purchase Price at Closing.

ARTICLE V CONDITIONS TO CLOSING

5.1 General Conditions.

(a) Seller's obligation to sell the Property to Buyer at the Closing is subject to and conditioned upon (i) Buyer not being in material default under this Agreement beyond any applicable notice and cure periods; and (ii) the delivery by Buyer of the items set forth in Section 8.2(b) on or before the Closing Date, or the written waiver of any such conditions in accordance with the terms of this Agreement.

(b) Buyer's obligation to purchase the Property from Seller at the Closing is subject to and conditioned upon (i) completion by Seller of utilities (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but excluding

communications) and completion of the road known as Cahill Street all in accordance with Section 7.3(j) below, (ii) Seller not being in material default under this Agreement beyond any applicable notice and cure periods; (iii) the delivery by Seller of the items set forth in Section 8.2(a) on or before the Closing Date, (iv) there existing no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Seller or the Property that would materially and adversely affect the operation or value of the Property or Seller's ability to perform its obligations under this contract, (v) there being no material adverse change to the Property from and after the expiration of the Feasibility Period, and (vi) the Property being vacant with no parties or tenants in possession and no binding lease agreements in effect with respect to the Property, or the waiver of any such conditions in accordance with the terms of this Agreement. If any condition to Buyer's obligation to proceed with the closing hereunder has not been satisfied as of closing, Buyer may, in its sole discretion, (x) terminate this contract by delivering written notice to Seller on or before Closing, and upon such termination, all of the Earnest Money, less the Independent Contract Consideration, shall be returned to Buyer, (y) elect to extend the closing until such condition is satisfied, provided, Buyer can elect to terminate this Agreement pursuant to subparagraph (x) of this paragraph at any time prior to the satisfaction of such condition, or (z) elect to consummate the transaction, notwithstanding the non-satisfaction of such condition, in which event Buyer shall be deemed to have waived any such condition. Notwithstanding the foregoing, the failure of a condition due to the breach by Seller shall not relieve Seller from any liability it would otherwise have under this Agreement. The conditions set forth in this Section 5.1(b) are for the benefit of Buyer and may be waived only by Buyer.

ARTICLE VI DELIVERIES AND INSPECTIONS

6.1 Seller's Deliveries. Seller shall deliver to Buyer copies of the following items within Seller's possession or control, if any (collectively the "Property Documents"), within seven (7) days after the Effective Date:

- a. Existing title policies for the Property;
- b. Any existing surveys of the Property;
- c. Building and use restrictions or declarations of easements, covenants, and restrictions applicable to any portion of the Property, specifically any architectural or design restrictions, or any other restriction as it pertains to design and development of the Property;
- d. Public or private utility easements, access agreements, special assessment arrangements, tap-in or connection fee agreements or procedures relating to the Property;
- e. Existing soils or boring reports, Phase I or other environmental studies, hydrological studies, engineering studies, physical condition or property condition reports, percolation tests or data, septic permits or other permits issued by any governmental authority in connection with the development of the Property;

- f. Any FEMA documentation, zoning documentation of the Property;
- g. Current tax bills; and
- h. Notices of any action or proceeding pending or, to Seller's knowledge, threatened against Seller or relating to the Property, including, without limitation, any condemnation or bankruptcy proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

Seller shall have an ongoing obligation during the pendency of this Agreement to provide Buyer with any document described above and coming into Seller's possession or produced by Seller after the delivery of the Property Documents.

6.2 Title Objections. No later than fifteen (15) days after the Effective Date, Seller shall cause the Title Company to issue the Title Commitment and provide a copy to Buyer along with legible copies of the Title Documents. Additionally, within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer and the Title Company, the Survey from a surveyor reasonably acceptable to the Buyer. If any exceptions or other matters appear in the Title Commitment, Title Documents or the Survey that Buyer determines in its sole discretion are unacceptable to it, then Buyer shall, not later than One Hundred Fifty (150) days after the Effective Date, furnish written notice to Seller and Title Company of such objections. If Buyer fails to so object to any item reflected in the Title Commitment or Survey by written notice received by Seller and Title Company prior to expiration of the Feasibility Period, time being of the essence with regard thereto, Buyer will be deemed to have approved all such items. Seller may, within ten (10) days after receipt of Buyer's objections (the "Title Cure Period"), cure or attempt to cure any matter to which Buyer has timely objected, although Seller will have no obligation to endeavor to cure any title objection raised by Buyer except for the removal of monetary liens created or assumed by Seller (the "Non-Permitted Liens"), and Seller will not be required to expend any effort or funds, or to commence litigation to cure any objection except the removal of monetary liens and/or encumbrances. In the event that Buyer's objections have not been cured, or Seller has not committed in writing to cure such objections at or prior to Closing, by the end of the Title Cure Period, then Buyer may terminate this Agreement by delivering a written termination notice to Seller and the Title Company within ten (10) days after the end of the Title Cure Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement as provided herein, Buyer will be deemed to have waived any uncured objection to title and shall be deemed to have approved the same other than the Non-Permitted Liens and any matters which Seller has agreed in writing to cure at or prior to Closing. Any matters shown on the Title Commitment which Buyer approves, or is deemed to have approved, pursuant to this Section 6.2 and any liens or encumbrances caused or created by Buyer (or Buyer's employees, representatives or contractors) will constitute "Permitted Exceptions" for purposes of the Title Policy and the Deed.

If prior and up to Closing any update of the Title Commitment discloses any title exception which was not disclosed in the original Title Commitment previously delivered to Buyer (a "New Title Exception") or any update of the Survey discloses any survey defect which is not disclosed in the

Survey previously provided to Buyer (a “New Survey Defect”), upon written objection from Buyer, Seller shall remove or cure such New Title Exception or New Survey Defect at or prior to Closing to the extent any such New Title Exception or New Survey Defect is susceptible to removal or cure and materially and adversely affects the Property. In the event that Seller fails to remove or cure such New Title Exception or New Survey Defect at or prior to Closing, Buyer shall be entitled to terminate this Agreement and, in such an event, the Earnest Money shall be promptly returned to Buyer, in which event neither party shall have any further obligations hereunder except those matters that expressly survive termination of this Agreement. Notwithstanding anything herein to the contrary, Buyer shall not be deemed to have waived the requirement that Seller remove (i) all monetary liens created by, through, or under Seller at or before Closing, or (ii) any encumbrances which Seller has agreed to cure in writing at or before Closing, and the failure to do so shall be a default by Seller.

6.3 Feasibility Period. During the Feasibility Period and thereafter up to and including the Closing Date, Buyer will be permitted to inspect (i) the Property (ii) the Property Documents, (iii) title, (iv) entitlements required or desired for the development of the property for Buyer’s intended uses, and (v) any other matter with respect to the Property, including but not limited to economic feasibility, zoning, the local government comprehensive plan, governmental restrictions and requirements, physical condition, subsoil conditions, environmental matters, financing, and such other matters as may be of concern to Buyer. Seller shall promptly cooperate with Buyer with respect to such inspections. Buyer will restore the Property to as close as reasonably practicable to the same condition in which it existed immediately prior to the conducting of any such inspection promptly upon completion of each such inspection. Buyer may undertake physical testing of the Property with prior notice to Seller. Buyer will not permit any liens or encumbrances to arise against the Property by, through, or under Buyer in connection with or as a result of such inspection or testing.

During the Feasibility Period, Buyer shall have the exclusive right to market the Property to potential users. The Property shall be marketed by a third-party brokerage company of the Buyer’s choosing and at its sole cost and expense. Any potential users that are disclosed to Buyer during the Feasibility Period which Buyer elects to not pursue shall be disclosed to Seller for its consideration.

6.4 Buyer Assumes All Risks; Indemnification. Buyer will indemnify, defend and hold Seller, and Seller’s members, managers, shareholders, directors, officers, management companies, agents, employees and representatives, and the Property, harmless of, from and against losses, liabilities, costs, expenses (including, without limitation, reasonable attorneys’ fees and costs of court), damages, liens, claims (including, without limitation, mechanics’ or materialmen’s liens or claims of liens), actions and causes of action to the extent resulting from the Buyer’s (or Buyer’s agents, employees, contractors, or representatives, collectively, “Buyer’s Consultants”) inspections or actions on or related to the Property; provided, however, the foregoing indemnity shall not apply to any liability arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused by Buyer or Buyer’s Agents. All inspections/tests shall be performed in a good and workmanlike manner by persons qualified and having experience in preparing such inspections and investigations. Prior to Buyer’s Consultants having access to the Property, Buyer’s Consultants shall obtain and maintain during

the term of this Agreement, commercial general liability insurance with solvent and responsible insurance companies legally authorized to transact business in the State of Texas, with no less than \$1,000,000.00 general liability and \$1,000,000 excess umbrella liability, in a form and content reasonably acceptable to Seller and deliver a certificate to Seller prior to first entry on the Premises showing Seller named as an additional insured under such policy. Buyer shall repair any damage caused by its physical inspections and shall restore the Property to their condition prior to such inspections all in accordance with law (including any damage or injury resulting from such access or inspections). The obligations of Buyer pursuant to this Section 6.4 shall survive the Closing or termination of this Agreement.

6.5 Buyer's Termination Rights. If Buyer, in its sole and absolute discretion, determines that the Property is not suitable to Buyer for its intended purpose or any condition of or related to the Property is unacceptable to Buyer, or for no reason at all, Buyer may terminate this Agreement by delivering written notice to Seller and the Title Company prior to the end of the Feasibility Period in which event this Agreement shall terminate, the Earnest Money shall be returned to Buyer as set forth in Section 4.1 above, and neither party shall have any further rights or obligations hereunder except those obligations of Buyer or Seller which shall survive such termination. If Buyer does not provide written notice of termination pursuant to this Section 6.5 on or before the expiration of the Feasibility Period, then Buyer shall be conclusively deemed to have waived its right to terminate under this Section 6.5.

6.6 Delivery of Materials Upon Termination. In the event that this Agreement is terminated under the terms of this Agreement, upon written request from Seller, Buyer will deliver not later than ten (10) days after the effective date of termination, all Property Documents delivered to Buyer by Seller as described in Section 6.1 above.

ARTICLE VII REPRESENTATIONS, DISCLAIMERS, ACKNOWLEDGMENTS, AND COVENANTS

7.1 Limited Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date that:

- a. Seller has no knowledge of any violation of any laws, regulations or codes, nor has Seller received any written or other notice of any alleged violations of any laws, regulations or codes;
- b. Seller has no knowledge of, nor has Seller received any written or other notice of, any pending or threatened claims or notices of condemnations, changes in zoning, or special assessments, concerning the Property;
- c. Except (i) as may be set forth in any Phase I Environmental Site Assessment delivered to Buyer for the Property, and (ii) any Hazardous Substances used in the ordinary course of the operation of the Property, all in accordance with all applicable laws, Seller has no knowledge of any releases of, or the existence of, any Hazardous Substances on, under, or from the Property.

d. Seller owns the Property and has the right, power and authority to enter into this Agreement and to cause the Property to be sold in accordance with its terms and conditions. Seller is duly organized and legally existing under the laws of its organization and is duly qualified to transact business in the state where the Property is located. The execution and delivery of, and performance under, this Agreement are within Seller's powers and have been duly authorized. The person executing this Agreement on behalf of Seller has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, subject to equitable principles and laws applicable generally to creditor's rights;

e. There is no agreement to which Seller is a party or, to the best of Seller's knowledge, is binding on Seller or the Property that is in conflict with this Agreement or that might render Seller unable to perform its obligations under this Agreement; and there is no pending or, to Seller's knowledge, threatened litigation, arbitration, mediation, or administrative proceeding affecting the Property that challenges or would materially impair the ability of Seller to execute, deliver, or perform its obligations under this Agreement;

f. Seller has received no written notice of any threatened or pending condemnation or similar proceedings affecting the Property, and to Seller's best current actual knowledge, there are no threatened or pending condemnation or similar proceedings affecting the Property.

g. To the best of Seller's knowledge, all of the Property Documents which are delivered by Seller to Buyer pursuant to Section 6.1 are complete copies of such items as are in Seller's possession and contained in Seller's files.

h. There are no parties in possession of the Property and there are no binding lease agreements affecting the Property. No person, firm, corporation, or other entity has any right to purchase, right of first refusal, option to purchase or any other right or option to acquire all or any part of the Property and any such rights or options previously granted by Seller covering any part of the Property have been fully released.

i. Except for recorded covenants included in the Title Documents, to Seller's knowledge, there is no other agreement, understanding or restriction with or for the benefit of any person or entity, whether private, public or quasi-public, that will be binding upon Buyer after Closing and which may prevent or limit in any way the current use, or Buyer's intended use, of the Property or for any uses allowed by current zoning regulations.

j. Seller is the sole owner of good and indefeasible fee simple title to the Property.

7.2 Buyer's Covenants. Buyer hereby covenants and agrees with Seller that after the Effective Date and Closing that the use and users that Buyer will promote, utilize, and implement on the property will be similar to the types of uses and users which Buyer has promoted, utilized, and implemented for other industrial parks in central Texas, as listed below:

A. Uses

i) Light Manufacturing – Indoors

- ii) Warehousing and Distribution – Indoors
- iii) Small amounts of outdoor storage
- B. Users (examples)
 - i) O'Reilly Auto Parts Distribution Center
 - ii) Ben E Keith Foods
 - iii) Texas Speed and Performance
 - iv) EDC Moving Systems
 - v) Paradigm Metals
 - vi) Canadian General Tower
 - vii) T.J. Maxx Distribution Center
 - viii) 3-Way Logistics
 - ix) Kval Machinery
 - x) Ovivo Water
 - xi) Brycomm
 - xii) Berger Allied Moving and Storage

7.3 Seller's Covenants. Seller hereby covenants and agrees with Buyer that after the Effective Date and prior to Closing (or any earlier termination of this Agreement pursuant to its terms):

- a. After the Effective Date, Seller will not, without the express prior written approval of Buyer, which may be withheld in Buyer's sole discretion, enter into any lease, easement, or other agreement for the Property, or any portion thereof, which would continue for a period subsequent to the Closing Date.
- b. Seller will continue to maintain and operate the Property in accordance with its past practices.
- c. Promptly upon Seller's receipt of any notice of the institution of, or plans for the institution of, proceedings for the condemnation of the Property, or any portion thereof, Seller will notify Buyer thereof.
- d. From and after the Effective Date until the Closing, Seller will maintain, or cause to be maintained, in full force and effect public liability insurance with respect to damage or injury to persons or property occurring on the Property in such amounts as is maintained by Seller on the Effective Date.
- e. Seller will advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has received actual knowledge or written notice.
- f. Seller will not seek any zoning changes or take any action which encumbers Seller's title to the Property without Buyer's prior written consent, which consent may be granted or withheld in Buyer's sole discretion.
- g. Seller will not, without the prior written consent of Buyer, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any

deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the Property which are not delinquent), encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Exceptions. Seller will not impose any restrictive covenants or encumbrances on the Property or execute or file any subdivision plat affecting the Property. Seller will not sell, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Property or any interest therein, or enter into any agreement or “back-up” contract related to the disposition of the Property, or permit any of the foregoing during the term of this Agreement.

h. Seller will promptly deliver to Buyer all information received by Seller regarding alleged violation(s) by Seller or the Property of any laws, rules, regulations, ordinances, court orders, decrees, or restrictions.

i. Seller will not cause or permit any portion of the Property to be used to transport, store, dispose of, generate, emit, manufacture, refine, treat, or process any Hazardous Substances, nor cause or permit, as a result of any intentional act or omission on the part of Seller, a release, discharge, emission, leak, or percolation of Hazardous Substances onto the Property or from the Property onto any other property. Further, Seller shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, and shall obtain and comply with all approvals, registrations, and permits required thereunder.

j. Seller will cause the installation, construction and completion of utilities and related infrastructure (electric, natural gas, water, sanitary sewer, offsite storm sewer and related pond and drainage improvements, but excluding communications) to the Property’s boundary line in sufficient capacities to reasonably serve the Property and the ROFR Property (defined below) for their intended uses up to 600,000 square feet of industrial building and completion of a 60’ road with 40’ pavement section minimum known or to be known as Cahill Street, all as constructed or installed pursuant to the corresponding governmental standards and requirements.

If at any time prior to Closing Seller learns or becomes aware that any of Seller’s representations and warranties or covenants set forth in this Agreement are untrue in any material respect, or at any time at or before Closing there is any material change with respect to the matters represented and warranted by Seller pursuant to Section 7.1, then Seller shall give Buyer prompt written notice thereof (the “Notice”), and Buyer shall have the right to terminate this Agreement and recover the Earnest Money by delivering written notice of termination to Seller within fifteen (15) days after receipt of the Notice from Seller, provided, that if Buyer elects to proceed to Closing, the Closing Date shall be extended as necessary not to exceed fifteen (15) days from the date Buyer receives the Notice.

ARTICLE VIII CLOSING

8.1 Date and Place of Closing. Subject to the satisfaction or waiver in writing of all conditions to either party’s obligation to consummate the purchase and sale of the Property, the Closing will take place on the Closing Date at the Place of Closing, as set forth in Sections 1.8 and 1.9 above.

8.2 Items to be Delivered at Closing.

a. By Seller. At or prior to Closing, Seller will deliver or cause to be delivered to Buyer, through escrow or directly to Buyer, each of the following items (collectively, the “Closing Documents”):

- i. The Deed, conveying title to the Property to Buyer, subject to the Permitted Exceptions and free of any liens;
- ii. Evidence of Seller’s authority to consummate this transaction.
- iii. A Non-foreign Certification of Entity Transferor from Seller or other evidence satisfying the requirements of Section 1445 of the Internal Revenue Code;
- iv. Any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company or governmental authority, in form and substance satisfactory to the Title Company or such governmental authority, duly executed by Seller; and
- v. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

b. By Buyer. At or prior to Closing, Buyer will deliver to Seller, or cause to be delivered to Seller, through escrow or directly to Seller, each of the following items:

- i. The balance of the Purchase Price in Current Funds;
- ii. Evidence of Buyer’s authority to consummate this transaction;
- iii. Any customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Title Company, duly executed by Buyer; and
- iv. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8.3 Title Policy. Buyer’s obligation to Close shall be contingent upon receipt by Buyer at Closing of a contractual commitment by the Title Company to issue an Owner’s Policy of Title Insurance issued pursuant to the Title Commitment subject only to the Permitted Exceptions and other exceptions as provided pursuant to this Agreement. As soon as possible in the ordinary course of business of the Title Company after the Closing occurs and all documents delivered at the Closing that are intended to be recorded are so recorded and returned to the Title Company, the Title Company will deliver the Title Policy to Buyer, subject only to the Permitted Exceptions. The provisions of this Section will survive the Closing.

8.4 Actions at Closing. Upon delivery of all items set forth in Section 8.2 and the satisfaction or waiver of all other conditions and obligations set forth in this Agreement:

- a. The Title Company shall record the Deed;
- b. The Title Company shall release to Seller the Purchase Price, as adjusted by any prorations, charges, and credits;
- c. Possession and control of the Property shall be delivered to Buyer effective as of the Closing;
- d. The Title Company shall release from escrow and deliver to Buyer the recorded Deed, and any other documents deliverable to Buyer pursuant to this Agreement;
- e. The Title Company shall release from escrow and deliver to Seller any documents deliverable to Seller pursuant to this Agreement;
- f. The Title Company shall issue to Buyer the Title Policy in accordance with Section 8.3; and
- g. The Title Company, Seller and Buyer shall take and complete such other actions and deliver such other documentation as required or reasonably contemplated by this Agreement as necessary to complete the transaction contemplated herein.

ARTICLE IX CLOSING COSTS AND PRORATIONS

9.1 Closing Costs.

- a. Seller and Buyer will each pay their respective attorneys' fees (except as provided in Section 11.12 of this Agreement).
- b. Seller will pay (i) the cost of the Title Commitment, (ii) the cost of the basic premium of the Title Policy, (iii) the cost of recording the Deed, (iv) one-half (1/2) escrow fees of Title Company, (v) any costs incurred to satisfy any mortgage loan encumbering the Property, (vi) the cost of the Survey; and (vii) such other incidental costs and fees customarily paid by sellers in Caldwell County, Texas land transactions of this nature.
- c. Buyer will pay (i) all costs related to Buyer's due diligence inspection, (ii) the cost of deleting the standard exceptions and the cost of any endorsements, or any other "extended" title coverage, requested by Buyer, to the Title Policy, (iii) cost of any mortgagee's policy of title insurance, (iv) all recording fees charged for documents required to be recorded by Buyer's lender in connection with any mortgage obtained by Buyer, (v) one-half of any escrow fees, (vi) Buyer's inspection costs, and (vii) such other incidental costs and fees customarily paid by Buyers in Caldwell County, Texas land transactions of this nature.

9.2 Prorations, Etc. Real estate taxes, assessments, utilities and other similar expenses related to the Property for the period prior to the Closing Date shall be prorated as of the Closing Date, with the amount attributable to the period prior the Closing Date credited toward the Purchase Price, the amount for the remainder of the year following the Closing Date paid by Buyer to Seller in addition to the Purchase Price, and the taxes and such other amounts paid by Seller to the taxing authorities. Real estate taxes will be based on the most recent tax certificates for the Property, adjusted for the most current tax rates and appraised value. Buyer shall thereafter pay all property taxes, assessments and interest incurred after the Closing and shall set up a separate account for the Property with the Caldwell County Assessor's Office for notice. Seller shall be responsible for payment of all rollback taxes, or similar taxes (if any) imposed as the result of any change in ownership or use of the Property, assessments, or interest assessed against the Property resulting from this sale after the Closing date.

ARTICLE X DEFAULTS AND REMEDIES

10.1 Seller's Default: Buyer's Sole Remedies. If Seller fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Seller breaches this Agreement, after five (5) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Buyer may, as Buyer's sole and exclusive remedy either (a) terminate this Agreement by giving written notice to Seller and Title Company, in which event (i) Buyer shall be entitled to the immediate return of the Earnest Money, together with all interest accrued thereon and Seller will reimburse the actual, out-of-pocket costs incurred by Buyer in connection with the due diligence activities conducted by or on behalf of Buyer with respect to the Property; and (ii) this Agreement shall be of no further force and effect except for those provisions that expressly survive termination of the Agreement, or (b) seek specific performance of Seller's obligations under this Agreement. If Buyer elects to seek such specific performance, Buyer shall give Seller written notice of such election within thirty (30) days after the occurrence of such Seller's Default, and thereafter commence an action seeking such specific performance. In the event Buyer terminates this Agreement in accordance with the terms of this Agreement, then this Agreement shall be of no further force and effect and the Parties shall have no further rights, obligations, or liabilities hereunder, except for those obligations that expressly survive termination of the Agreement.

10.2 Buyer's Default: Seller's Sole Remedies. If Buyer fails to consummate this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by Seller or Buyer pursuant to a right to do so expressly provided for in this Agreement (except by reason of a default by either party) or Buyer breaches this Agreement, after thirty (30) days written notice and opportunity to cure (except for a failure to consummate Closing on the Closing Date, for which there shall be no cure period), Seller may, as Seller's sole and exclusive remedy, terminate this Agreement and retain the Earnest Money as liquidated damages (and not as a penalty) for breach of this Agreement. Such amount and terms are agreed upon by and between Seller and Buyer as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual

damages, and the uncertainty thereof, and the payment of the Earnest Money, and the terms provided herein will constitute full satisfaction of Buyer's obligations under this Agreement. Such amount is agreed upon by and between Seller and Buyer as a reasonable estimate of just compensation for the harm caused by Buyer's default.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Broker's Commission. Each party represents to the other that it has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and as such, no commission is due or owing hereunder. Each party agrees to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by each party with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

11.2 Assignment. Buyer may not assign this Agreement to any person, firm, corporation, or other entity without Seller's consent; provided, however, Buyer may assign all of its rights, title, liability, interest and obligation pursuant to this Agreement to an any entity controlled by, in control of, or under common control with Buyer without Seller's consent, provided that the assignee assumes all obligations of the Buyer under this Agreement. Notwithstanding the foregoing, Buyer may form a single purpose entity to take title of the Property at closing, and Buyer may assign its rights under this Agreement to any affiliated or single purpose entity which directly or indirectly controls, is controlled by or is under common control with Buyer, without the consent of Seller. No such assignment and assumption shall relieve Buyer or any assignee previously approved by Seller from its obligations hereunder.

11.3 Condemnation and Casualty. In the event that any portion of the Property will be taken in condemnation or by conveyance in lieu thereof or under the right of eminent domain after the Effective Date and before the Closing Date, Buyer may, at its option, terminate this Agreement by written notice thereof to Seller within ten (10) days after Seller notifies Buyer of the condemnation, in which event Buyer will receive an immediate refund of all Earnest Money. In the event Buyer fails to timely deliver written notice of termination as described above, Buyer will be deemed to have elected to proceed to close the transaction contemplated herein pursuant to the terms hereof, in which event Seller will deliver to Buyer at the Closing any proceeds actually received by Seller attributable to the Property from such condemnation or eminent domain proceeding or conveyance in lieu thereof or assign to Buyer Seller's rights to such proceeds and there will be no reduction in the Purchase Price. Prior to Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by casualty shall be borne and assumed by Seller, except as otherwise provided in this Section 11.3. If, before Closing, any part of the Property is damaged or destroyed by casualty, Seller shall immediately give written notice to Buyer of such fact. If such damage or destruction is "material", Buyer shall have the option in its sole and absolute discretion, either to (a) terminate this Agreement by notice to Seller and receive a prompt refund of all Earnest Money, or (b) purchase the Property. In the event that Buyer elects to proceed with the purchase, Seller shall assign to Buyer all of its right, title, and interest in and to the proceeds of any and all fire or other casualty insurance or condemnation proceeds relating to such damage or condemnation, and Buyer shall receive a credit

against the Purchase Price in the amount of any applicable deductible or other uninsured amount based on Seller's and Buyer's mutual, reasonable, good faith estimate of the cost to repair and restore. Buyer's election shall be made by written notice to the Seller given not later than ten (10) days after Buyer's receipt of notice from Seller of the casualty. If the damage is not material, then Buyer shall not have the right to terminate this Agreement, but Seller shall, at its cost, repair the damage before the Closing in a manner reasonably satisfactory to Buyer, or if repairs cannot be completed before the Closing, credit Buyer at Closing for the reasonable cost to complete the repair, as reasonably agreed to by Seller and Buyer. For purposes of this Section 11.3, "material" means that (w) the damage is of a nature that adversely affects access to the Property, (x) the cost to repair such damage is reasonably estimated to exceed two percent (2%) of the Purchase Price, or the damage will, in Buyer's reasonable estimation, take longer than ninety (90) days to repair.

11.4 Notices. Any notice, approval, waiver, objection or other communication (for convenience, referred herein as a "notice") required or permitted to be given hereunder or given in regard to this Agreement by one party to the other will be in writing and the same will be given and be deemed to have been delivered, served and given when actually delivered to the address specified in Article I above of the person to whom notice is given or delivery is refused may by any of the following means: (a) via courier (including overnight delivery services), (b) United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the person to whom notice is given at the address specified in Article I above, (c) email, provided that the transmitting email indicates that the transmission of all pages of the notice was effectively completed and a copy of such notice is also sent by one of the other means of notice described above simultaneously with such email. Any party may change its address for notices by notice theretofore given in accordance with this Section and will be deemed effective only when actually received by the other party.

11.5 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Seller and Buyer, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement will be binding upon Seller or Buyer unless in writing and signed by both Seller and Buyer.

11.6 Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

11.7 Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors, and assigns of both Parties hereto. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa.

11.8 Time of Essence. Time is of the essence in each and every provision of this Agreement.

11.9 Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained

herein, unless such unenforceable provision materially affects any material covenants set forth herein.

11.10 Counterparts. This Agreement may be executed in any number of counterparts and/or electronic versions, each of which will for all purposes be deemed to be an original, and form a fully binding contract.

11.11 Applicable Law; Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. Venue for any suit filed with respect to the enforcement or interpretation of this Agreement shall be in the State District Court located in Caldwell County, Texas. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTER RELATED TO OR ARISING OUT OF THIS AGREEMENT.

11.12 Attorneys' Fees. In the event any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees, court costs and expenses incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

11.13 Limitations on Liability. In no event shall any officer, director, shareholder, partner, member, employee, agent or affiliate of Seller or Buyer have any personal liability hereunder, nor shall any of them be named personally in any suit, action or proceeding concerning any matter hereunder, nor shall any of their assets be attached, liened or levied upon or in any other way held liable for any of the obligations of Seller or Buyer, respectively. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party be entitled to recover from the other party in connection with any claim arising out of or relating to this Agreement or any representation made herein, any lost profits or any direct, compensatory, punitive, indirect, consequential or other damages. The limitations contained in this Section 11.13 shall not apply to claims of fraud or intentional misconduct.

11.14 Authority. Each person executing this Agreement, by his execution hereof, represents and warrants that he is fully authorized to do so, however, the Parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

11.15 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Buyer agree to perform such other acts, and to execute and deliver such other instruments and documents as either Seller or Buyer, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Agreement.

11.16 Time Periods. Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a "calendar" day basis. If any date for performance, approval, delivery or Closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Texas, the time therefor will be extended to the next day which is not a Saturday, Sunday or legal holiday (a "business day"). Any period during which any act is required to be performed under this Agreement including, without limitation, the providing of notice, which ends on any

date which is a Saturday, Sunday or federal holiday shall be performed by 5:00 p.m. Central Time on the next business day.

11.17 No Recording. Seller and Buyer agree that neither this Agreement, a copy of this Agreement, nor any instrument describing or referring to this Agreement, will ever be filed of record in the county records where the Property is located or elsewhere, and in the event this Agreement, a copy of this or any instrument describing or referring to this Agreement is so filed of record by either party or its agents, such act will be considered a default under this Agreement by the recording party, and the non-recording party may, at its option, terminate this Agreement and exercise any other rights or remedies of such party under this Agreement for a default on the part of the recording party. The limitations contained herein shall not apply to any actions taken by Buyer in connection with Buyer's pursuit of the remedy of specific performance.

11.18 Interpretation. The Parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or in any amendments or exhibits thereto.

11.19 No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the Seller and Buyer hereto and no other party will have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

11.20 Confidential Agreement. Prior to Closing, except as required by court order or by operation of law, the terms and conditions of this Agreement will be treated as confidential by both Parties, and neither any of such terms or conditions nor any copy of this Agreement will be divulged or provided to any third party other than the Parties' respective attorneys, engineers, surveyors, accountants, consultants, brokers, Buyer's actual or potential partners, investors and lenders, if any, and such other third parties whose assistance is required in connection with the consummation of this transaction by either party hereto without the prior consent of the other party hereto. Buyer will use Buyer's commercially reasonable efforts to cause Buyer's lender to retain the confidentiality required pursuant to this Section.

11.21 Title Company. The Parties acknowledge and agree that in the event of any dispute concerning the Earnest Money while the same is in the possession of Title Company, Title Company will have the right to interplead with the state or federal district court in which the Property is located, all or any portion of the Earnest Money received by it pursuant to this Agreement.

11.22 Indemnity Limitation. To the extent, if at all, any indemnity, hold harmless or insurance provision of this Agreement is invalidated by law or otherwise, the remaining indemnity, hold harmless and insurance provisions of this Agreement shall remain in full force and effect.

11.24 Exchange Facilitation. At the option of either party, upon not less than five (5) days written notice to the other party prior to Closing, a party may require the Closing to be achieved pursuant

to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code. In such event, the other party agrees to cooperate with the party giving such notice, provided that such facilitation will not delay Closing, or result in any additional cost or expense to the cooperating party, and the cooperating party shall not be required to take title to or to convey the exchange property or to incur any personal liability in connection with the exchange transaction, and the party requiring the exchange facilitation shall indemnify and hold harmless the cooperating party from and against any and all causes, claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from the exchange transaction.

11.25 Waiver. No delay on the part of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any specific waiver by a party of any right or remedy hereunder operate or be construed as a waiver of any other right or remedy hereunder, nor shall any single or partial waiver or exercise of any right or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right or remedy hereunder (unless the provisions of this Agreement which establish any such right or remedy provide otherwise). No waiver of any right or remedy hereunder shall be valid or enforceable unless in writing and signed by the party against whom such waiver is sought to be enforced.

11.26 Right of First Refusal. Concurrent with the execution of this Agreement, the Parties shall execute a Right of First Refusal Agreement and Memorandum of Agreement, each in the forms attached hereto as Exhibit "C" and made a part hereof wherein Seller grants to Buyer the right of first refusal to purchase additional land owned by Seller and commonly known as Lot 2 and Lot 3 in Block C, Lockhart Industrial Park III in Caldwell County, Lockhart, Texas ("ROFR Property").

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, this Agreement has been executed under seal by the undersigned as of the Effective Date.

SELLER:

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

BUYER:

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By:  _____
Ben F. Spencer. Manager

JOINDER OF TITLE COMPANY

Title Company executes this Agreement for the sole purpose of agreeing to serve as escrow agent with respect to the Earnest Money and closing in accordance with this Agreement. The undersigned representative of the Title Company hereby agrees to promptly acknowledge receipt of a counterpart original (or multiple original counterparts) of this Agreement executed by both Buyer and Seller, by promptly transmitting by e-mail a copy of this page, signed and dated as of the date of acknowledgment, to all Parties designated for notice in Sections 1.12 and 1.13 of the Agreement, and the Broker identified in Section 1.10 of the Agreement, for the purpose of promptly notifying all Parties of the Effective Date as described in Section 1.3 of the Agreement. The Title Company agrees to invest the Earnest Money in accordance with Section 4.1.

TITLE COMPANY:

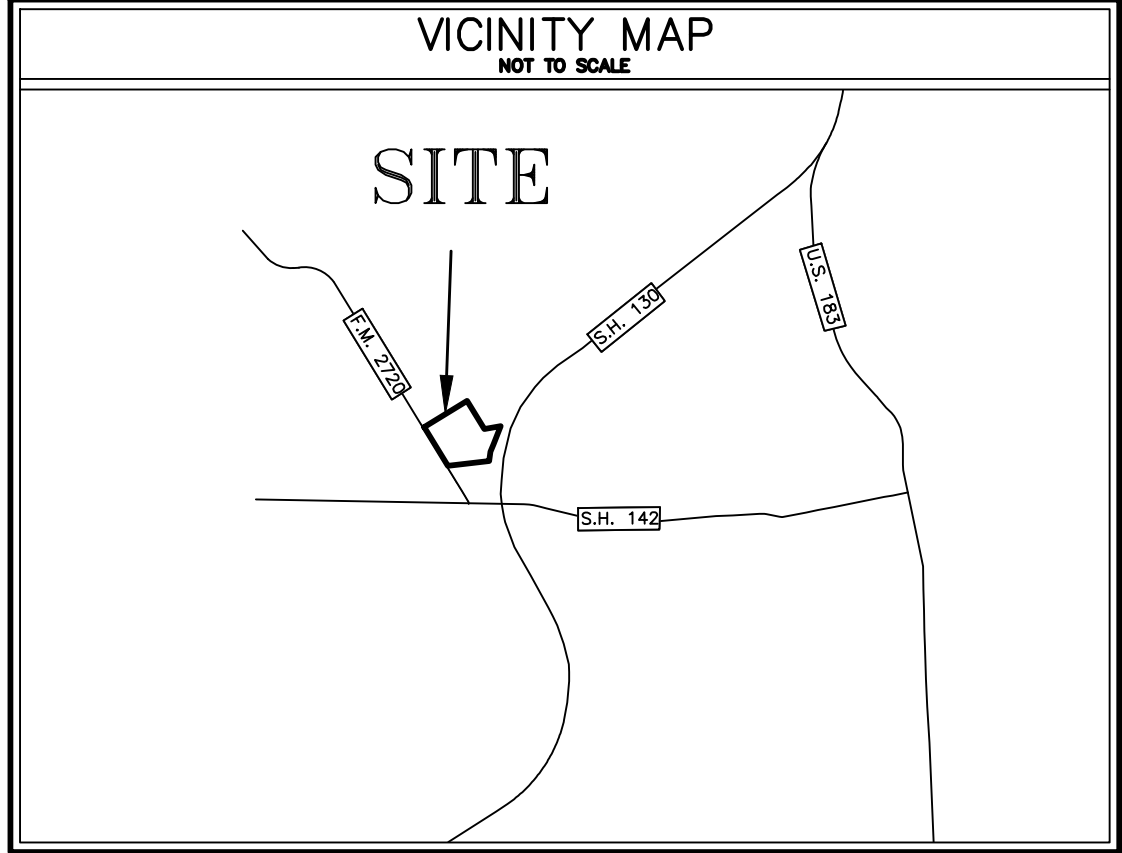
Chicago Title Insurance Company
15727 Anthem Pkwy, Suite 210
San Antonio, TX 78249
Telephone: 210-482-3701
Email: Robert.Jordan@ctt.com

By: _____
Robert P. Jordan,
VP & Commercial Escrow Officer

Date: _____
(The Effective Date)

EXHIBIT “A”
PROPERTY

[to be inserted – LEDC to provide]



CORNELIUS CRENSHAW SURVEY
ABSTRACT NO. 68

SITE ADDRESS:
BETWEEN TX-130 AND FM 2720 NORTH OF UNION PACIFIC RAILROAD, WEST OF LOCKHART, TX 78644

LEGAL DESCRIPTION:
BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

METES & BOUNDS DESCRIPTION:
BEING A 75.033 ACRE [3,268,415.83 SQUARE FEET] TRACT OUT OF THE CORNELIUS CRENSHAW SURVEY, ABSTRACT NUMBER A-68, CALDWELL COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A CALLED 202.58 ACRE TRACT, DESCRIBED TO SHB FAMILY LP, AS RECORDED IN VOLUME 511, PAGE 51 OF THE OFFICIAL RECORDS OF CALDWELL COUNTY, TEXAS [O.R.C.C.T.]. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOR THE WESTERN CORNER OF SAID 75.033 ACRE TRACT, SAME BEING THE WESTERN CORNER OF A CALLED 10.101 ACRE TRACT, RECORDED IN VOLUME 636, PAGE 66 OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS [O.P.R.C.C.T.]. (SAID 10.101 ACRE TRACT BEING PART OF THE 75.033 ACRE TRACT DESCRIBED AS FOLLOWS).

THENCE WITH THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N58°31'0"E, A DISTANCE OF 800.00 FEET TO A FOUND 1/2" IRON ROD AND THE NORTHERN CORNER OF SAID 10.101 ACRE TRACT,

THENCE LEAVING THE NORTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT AND CONTINUING AT THE SAME BEARING A DISTANCE OF 891.43 FEET TO A FOUND 1/2" IRON ROD,

THENCE S31°29'12"E, A DISTANCE OF 1,115.56 FEET TO A FOUND 1/2" IRON ROD,

THENCE N79°27'28"E, A DISTANCE OF 557.21 FEET TO A FOUND 5/8" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S21°09'43"W, A DISTANCE OF 654.64 FEET TO A FOUND 1/2" IRON ROD WITH CAP, STAMPED "HOLT CARSON, INC.",

THENCE S21°09'43"W, A DISTANCE OF 275.30 FEET TO A FOUND TXDOT BRASS DISK,

THENCE S07°46'12"W, A DISTANCE OF 307.99 FEET TO A FOUND 1/2" IRON ROD WITH TXDOT ALUMINUM CAP,

THENCE S83°10'47"W, A DISTANCE OF 1,406.17 FEET TO A FOUND 5/8" IRON ROD,

THENCE N31°28'49"W, A DISTANCE OF 980.76 FEET TO A FOUND 1/2" IRON ROD AND THE SOUTHERLY CORNER OF SAID 10.101 ACRE TRACT,

THENCE CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY OF SAID 10.101 ACRE TRACT, N31°28'49"W, A DISTANCE OF 550.00 FEET TO THE FOUND 1/2" IRON ROD WITH CAP, STAMPED "RPLS 1868", FOUND FOR THE WESTERLY CORNER OF SAID 10.101 ACRE TRACT AND THE POINT OF BEGINNING AND CONTAINING 75.033 ACRES [3,268,415.83 SQUARE FEET]

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE [4203], NAD83 (2011), EPOCH 2010. ALL DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.

UNITS: U.S. SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

BENCHMARK NOTE:
BENCHMARK # 250
ELEVATION: 560.34'
DESCRIPTION: X CUT IN A HEADWALL FOUND LOCATED APPROXIMATELY 1,520 FEET NORTHWEST FROM THE INTERSECTION OF FM 2720 AND W. SAN ANTONIO STREET. [SHOWN HEREON]

FLOODPLAIN NOTE:
ALL OF THIS PROPERTY (AS SHOWN HEREON) IS LOCATED WITHIN UNSHADED ZONE "X", AS SHOWN ON F.I.R.M. PANEL NO. 48055C0115E, CALDWELL COUNTY, TEXAS EFFECTIVE 06/19/2012.

ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X MAY HAVE PONDING AND LOCAL DRAINAGE PROBLEMS THAT DON'T WARRANT A DETAILED STUDY OR DESIGNATION AS BASE FLOODPLAIN. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

UTILITY NOTE:
SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010) AND A VERTICAL DATUM OF NAVD86, GEOID 12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO SURFACE BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00012.
UNITS: U.S. SURVEY FEET.

OWNER:
MIKE KAMERLANDER
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
215 EAST MARKET STREET
LOCKHART, TX 78644

SURVEYOR:
CHRIS TERRY, RPLS
DOUCET AND ASSOCIATES
12045 STARCREST DRIVE, FLOOR 1
SAN ANTONIO, TX 78247
(210) 469-4564

ENGINEER:
KEITH SCHAUER, PE
DOUCET AND ASSOCIATES
427 ST GEORGE STREET, NUMBER 304
GONZALES, TX 78629
(830) 672-1205

ZONING:
INDUSTRIAL-LIGHT

LOT SUMMARY TABLE		
LOT TYPE	NUMBER OF LOTS	TOTAL ACREAGE
INDUSTRIAL	7	65.176
DRAINAGE	1	5.390
RIGHT-OF-WAY	1	4.464
TOTAL ACREAGE OF SUBDIVISION		75.03

STREET NOTES:
THE STREET NAMES WILL BE FINALIZED PRIOR TO THE PHASE 1 FINAL PLAT.

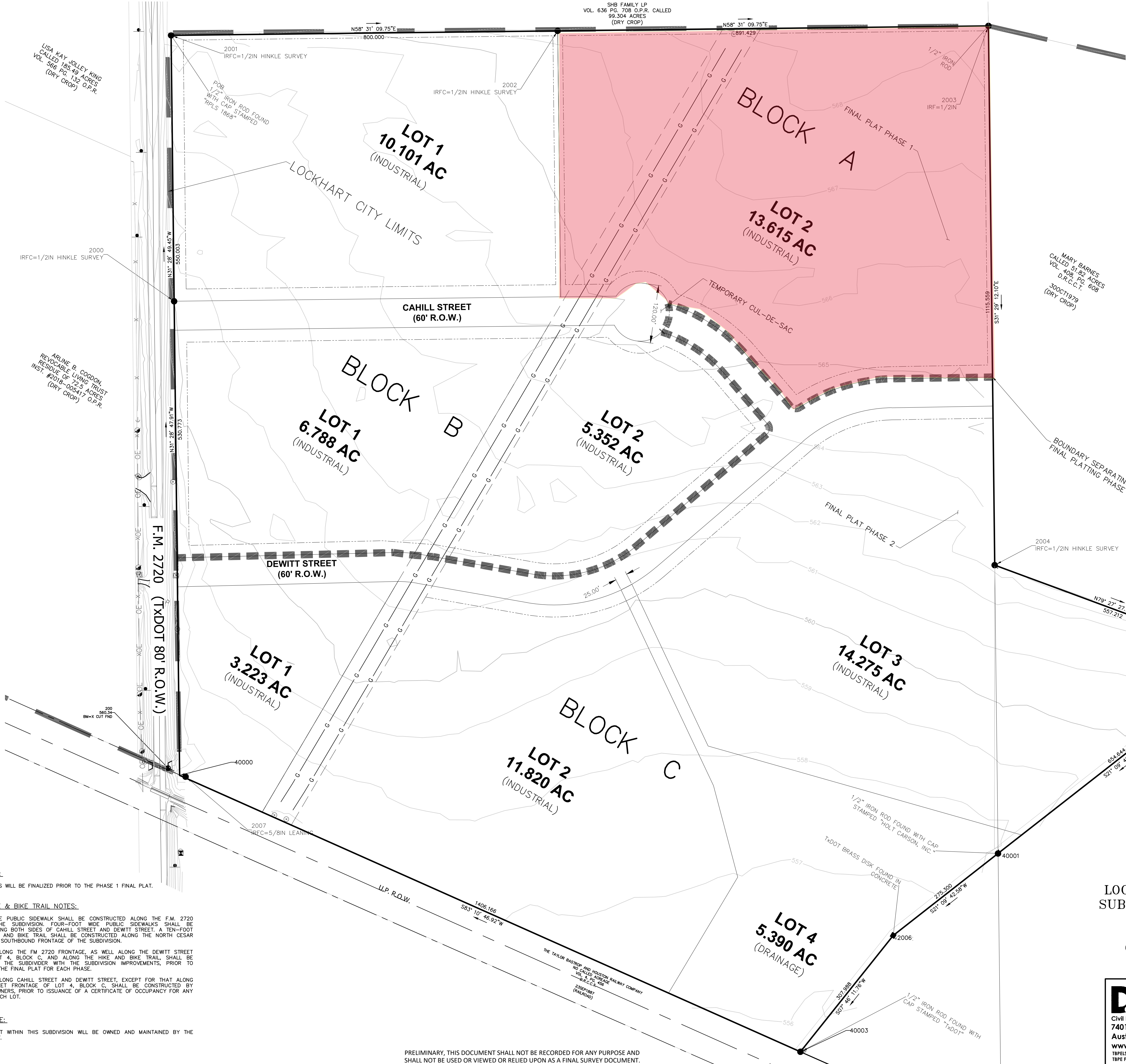
SIDEWALK/HIKE & BIKE TRAIL NOTES:
A FIVE-FOOT WIDE PUBLIC SIDEWALK SHALL BE CONSTRUCTED ALONG THE F.M. 2720 FRONTAGE OF THE SUBDIVISION. FOUR-FOOT WIDE PUBLIC SIDEWALKS SHALL BE CONSTRUCTED ALONG BOTH SIDES OF CAHILL STREET AND DEWITT STREET. A TEN-FOOT WIDE PUBLIC HIKE AND BIKE TRAIL SHALL BE CONSTRUCTED ALONG THE NORTH CESAR CHAVEZ PARKWAY SOUTHBOUND FRONTAGE OF THE SUBDIVISION.

THE SIDEWALKS ALONG THE FM 2720 FRONTAGE, AS WELL ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, AND ALONG THE HIKE AND BIKE TRAIL, SHALL BE CONSTRUCTED BY THE SUBDIVIDER WITH THE SUBDIVISION IMPROVEMENTS, PRIOR TO RECORDEMENT OF THE FINAL PLAT FOR EACH PHASE.

THE SIDEWALKS ALONG CAHILL STREET AND DEWITT STREET, EXCEPT FOR THAT ALONG THE DEWITT STREET FRONTAGE OF LOT 4, BLOCK C, SHALL BE CONSTRUCTED BY INDIVIDUAL LOT OWNERS, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON EACH LOT.

DRAINAGE NOTE:
THE DRAINAGE LOT WITHIN THIS SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE CITY OF LOCKHART.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.



LEGEND	
---	PROPERTY LINE
---	EXISTING EASEMENT
---	BUILDING SETBACK LINE
---	ADJOINER PROPERTY LINE
---	OVERHEAD ELECTRIC
---	EXISTING GAS LINE
---	EXISTING WIRE FENCE
---	APPROXIMATE SURVEY LINE
---	MARKED WATER LINE
---	MARKED WASTEWATER LINE
---	MARKED COMMUNICATION LINE
---	1/2" IRON ROD FOUND (UNLESS NOTED)
---	ELECTRIC PULL BOX
---	WATER VALVE
---	WATER METER
---	SIGN [AS NOTED]
---	POWER POLE
---	DOWN GUY
---	6IN CEDAR POST
---	BENCHMARK FOUND
---	ELECTRIC TRANSFORMER
---	WASTEWATER MANHOLE
---	"X" ON CONCRETE
---	VOL.
---	PG.
---	R.O.W.
---	RIGHT-OF-WAY

75.03 ACRES
LOCKHART INDUSTRIAL PARK III
SUBDIVISION DEVELOPMENT PLAN
PRELIMINARY PLAT
CITY OF LOCKHART,
CALDWELL COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering • Planning • Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735. Phone: (512)-583-2600
www.doucetengineers.com

Date: 08/18/2021
Scale: 1" = 100'
Drawn by: **DR**
Reviewed:
Project: **2263-001**
Sheet: **PLAT SHEET 01**
Field Book:
Party Chief:
Survey Date: **01/18/2021**

FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

WITNESS this my hand and seal this ____ day of _____, 2022.

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF CALDWELL)

This instrument was acknowledged before me on _____, 2022, by _____
_____, as _____ of LOCKHART ECONOMIC DEVELOPMENT
CORPORATION, a Texas Type B sales tax corporation, on behalf of the corporation.

Notary: _____
Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit "A"
To Special Warranty Deed
LEGAL DESCRIPTION

Exhibit "B"
To Special Warranty Deed
PERMITTED EXCEPTIONS

EXHIBIT “C”

FORM OF RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (“Agreement”) is made as of October [____], 2021 (“Effective Date”) by and between TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its successors or assigns (“TPM”) and LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation, (“LEDC”), (TPM and LEDC are sometimes hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, LEDC is the owner of those certain parcels of land known as Lot 2 and Lot 3 in Block C, Lockhart Industrial Park III in Caldwell County, Lockhart, Texas, as further described on Exhibit “A” attached hereto and made a part hereof (either or both lots, the “ROFR Property”);

WHEREAS, TPM, its successors or assign, and LEDC have entered into that Purchase and Sale Agreement dated October _____, 2021 (“Purchase Agreement”) for the purchase of the property contiguous to the Exclusive Area known as Lot 2 in Block A, Lockhart Industrial Park III, Caldwell County, Lockhart, Texas;

WHEREAS, LEDC desires to grant TPM a right of first refusal and option to purchase the ROFR Property as set forth herein (“ROFR”); and

WHEREAS, the Parties desire to set forth the terms and conditions of the right of first refusal and option to purchase the ROFR Property.

NOW, THEREFORE, in consideration of the agreements contained herein, and the sum of Ten and No/100 Dollars (\$10.00) paid on the date hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Right of First Refusal. LEDC hereby grants to TPM a right of first refusal for the purchase of the ROFR Property, or any portion thereof, upon the same terms and conditions being offered by a Speculative Purchaser which LEDC is willing to accept during that period commencing on the Effective Date herein and ending twelve (12) months thereafter (“ROFR Period”). LEDC shall not sell the ROFR Property, or any portion thereof, to any Speculative Purchaser without first providing TPM the opportunity to purchase such property. A “Speculative Purchaser” shall be any party who is purchasing the ROFR Property, or any portion thereof, to hold or for speculative development, to lease to an unrelated third-party, to build a speculative building, or for resale for such purposes. If LEDC desires to sell the Property to a Speculative Purchaser, TPM shall have the right to buy such ROFR Property, or portion thereof, for the same price and general terms as set forth in a bona fide, third-party offer that TPM desires to accept. Notwithstanding the foregoing, the ROFR shall not apply to a party who will immediately develop the ROFR Property, or a portion thereof, for its own use (an “End User”).

2. Exercise of ROFR. In the event LEDC desires to sell to a Speculative Purchaser the ROFR Property, or any portion thereof, during the ROFR Period, LEDC shall provide to TPM a copy of the letter of intent, term sheet or other preliminary agreement (“LOI”) between LEDC and the Speculative Purchaser that has been accepted by LEDC or which LEDC desires to accept (any LOI executed by LEDC shall be expressly subject to the ROFR) (the “Offer Notice”). TPM shall have thirty (30) days after receipt of the Offer Notice to deliver notice to LEDC electing to purchase the property set forth in the Offer Notice upon the terms and conditions set forth in the Offer Notice. If TPM timely exercises its ROFR, the Parties shall enter into a Purchase and Sale Agreement in a form materially similar to the Purchase Agreement. If TPM fails to timely exercise its ROFR for the property included in the Offer Notice, TPM shall be deemed to have waived its rights as to such property as it relates to the offer set forth in the Offer Notice; provided, however, in the event that LEDC does not sell such Property pursuant to the Offer Notice or LEDC seeks to materially amend the terms of the Offer Notice, then TPM’s ROFR shall be reinstated for such portion of the ROFR Property, and further provided, that the ROFR shall continue to apply to all other portions of the ROFR Property.

3. Purchase Option. LEDC hereby grants to TPM the right and option to purchase all or any portion of the ROFR Property, at terms to be agreed upon by the Parties (the “Purchase Option”). TPM may exercise the Purchase Option, with respect to all or any portion of the ROFR Property, by delivering written notice to LEDC at any time during the ROFR Period. Upon receipt of such written notice, the Parties shall use good faith efforts to negotiate the terms of the purchase and sale of the portion of the ROFR Property to be sold, including, but not limited to, the purchase price for of the ROFR Property, or such portion thereof. Upon agreement to the purchase terms pursuant to this Section 3, the parties shall execute a purchase and sale agreement for the ROFR Property, or portion thereof, being purchased substantially in the same form as the Purchase Agreement, with any necessary changes made to account for the circumstances of the transaction. In the event that the Parties are unable to agree upon the terms of the purchase and sale within thirty (30) days after delivery of the applicable notice from TPM and the Parties entering into a purchase and sale agreement (the “Negotiation Period”), and after compliance with TPM’s ROFR and satisfaction of the ROFR conditions set forth in Section 1 above, LEDC may sell all or any portion of the ROFR Property to a Speculative Purchaser. Provided that the ROFR conditions have been satisfied, the Purchase Option shall not run with the ROFR Property and shall not be binding on such Speculative Purchaser.

4. End User. In the event that LEDC desires to sell the ROFR Property, or any portion thereof, to an End User, at least fifteen (15) days prior to negotiating or entering into an LOI with said End User, LEDC shall introduce TPM to such End User and provide TPM the opportunity to meet with the End User and discuss TPM’s development of the project for the End User’s intended use. In the event that any party other than the End User or its subsidiary acts as the developer of the End User’s project (the End User may contract directly with the general contractor to build its project), the ROFR shall apply.

5. Exclusivity. LEDC, directly or through an affiliated or related party, shall not, during the ROFR Period, enter into any lease or occupancy agreement for any portion of the ROFR Property or Commence Development (as defined below) within the ROFR Property. For the purpose of this Agreement only, “Commence Development” shall mean any commencement of permanent

construction of a structure or improvements on or within the ROFR Property, including, but not limited to, the pouring of slab or footings, the installation of piers, the construction of columns, excavation, or the placement of any improvements on the ROFR Property (LEDC may install utilities and other offsite improvements for the benefit of the ROFR Property). The restrictions set forth in this Section shall run with the ROFR Property for the ROFR Period unless otherwise terminated as provided for herein.

6. Default and Remedies. If LEDC fails or refuses to meet, comply with or perform any agreement or obligations under this Agreement, and such failure or refusal is not cured within ten (10) after notice from TPM, then LEDC shall be deemed to be in default hereunder and TPM may (i) seek specific performance along with all reasonable out of pocket expenses, including reasonable attorney's fees incurred by TPM in connection with enforcement of this Agreement; or (ii) pursue an action for damages and any other remedies available at law or equity; provided, however, in no event shall TPM be entitled to consequential, special or punitive damages.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and may not be amended except by written instrument executed by the Parties.

8. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

9. Recording. This Agreement shall not be recorded. Notwithstanding the foregoing, a Memorandum of this Agreement (the "Memorandum") shall be recorded in the Real Property Records of Caldwell County, Texas on the date hereof to evidence the existence of this Agreement. Provided that the ROFR conditions herein have been satisfied and TPM has not elected to purchaser the ROFR Property, or applicable portion thereof, or the ROFR Period has expired, then TPM will execute a release of the Memorandum, to be recorded in the Real Property Records of Caldwell County, Texas, with respect to the portion of the ROFR Property sold to a Speculative Purchaser (concurrently with the sale to a Speculative Purchaser), or within fifteen (15) days after the end of the ROFR Period. If TPM fails to execute such release, LEDC shall be permitted to execute a release of the Memorandum, to be recorded in the Real Property Records of Caldwell County, Texas, with respect to the portion of the ROFR Property sold to a Speculative Purchaser or for all remaining ROFR Property at the end of the ROFR Period, provided that LEDC certifies in such release that either (i) the ROFR conditions herein have been satisfied in full by LEDC, or (ii) the ROFR Period has expired.

10. Time. Time is of the essence hereof. The parties require strict compliance with the times for performance set forth herein.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one original document. A counterpart of this Agreement transmitted by email or other electronic means shall, if it is executed, be deemed in all respects to be an original document, and any email, or other electronic signature shall be deemed an original signature and shall have the same binding legal effect as an original executed counterpart of this Agreement.

12. Binding Effect. The restrictions set forth herein shall run with the ROFR Property.

SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of
the date first set forth above.

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
RIGHT OF FIRST REFUSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of
the date first set forth above.

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By: _____
Ben F. Spencer, Manager

MEMORANDUM OF AGREEMENT

By this Memorandum of Agreement ("Memorandum"), effective as of the ____ day of October, 2021, TITAN PROPERTY MANAGEMENT, LLC, a New Mexico limited liability company, its successors or assigns ("TPM") and LOCKHART ECONOMIC DEVELOPMENT CORPORATION, a Texas Type B sales tax corporation, declare and agree as follows:

1. TPM and LEDC confirm that they are parties to that Right of First Refusal Agreement dated October ____, 2021 ("Agreement"), whereby TPM has certain rights to purchase the real property described in Exhibit "A" attached hereto and made a part hereof ("ROFR Property").

2. The notice addresses for TPM and LEDC are as follows:

LEDC: Lockhart Economic Development Corporation
Attn: _____

Telephone: _____
Email: _____

With a copy to:

Attn: _____

Telephone: _____
Email: _____

TPM: Titan Property Management, LLC
Attn: Joe Iannacone
4903 Woodrow Ave., Bldg. A
Austin, Texas 78756
Telephone: 512-720-7200
Email: jiannacone@titan-development.com

With a copy to: Christopher M. Pacheco
6300 Riverside Plaza Ln., NW, Suite 200
Albuquerque, New Mexico 87120
Telephone: 505-998-0163
Email: cpacheco@titan-development.com

3. Provided that the ROFR conditions set forth in the Agreement have been satisfied or the ROFR Period has expired, TPM shall execute a Release or Partial Release, as applicable, of this Memorandum, to be recorded in the Real Property Records of Caldwell County, Texas. Should TPM fail to execute such release in accordance with the Agreement, LEDC shall be permitted to execute a Release or Partial Release, as applicable, of this Memorandum, to be

recorded in the Real Property Records of Caldwell County, Texas, provided that LEDC certifies in such Release or Partial Release that either (i) the ROFR conditions as set forth in the Agreement have been satisfied in full by LEDC, or (ii) the RORF Period has expired, and (iii) TPM has failed or refused to execute such Release or Partial Release as required by the Agreement.

4. This Memorandum is to be recorded in the Real Property Records of Caldwell County, Texas and may be amended by duly recording an instrument executed and acknowledged as approved by TPM and LEDC.

5. This Memorandum shall be construed under and enforced in accordance with the laws of the State of Texas without regard to conflict of law principles.

6. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

7. This Memorandum may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first set forth above.

TITAN PROPERTY MANAGEMENT, LLC
a New Mexico limited liability company

By: _____
Ben F. Spencer, Manager

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This information was acknowledged before me on this ____ day of October, 2021 by Ben F. Spencer, as manager of Titan Property Management, LLC, a New Mexico limited liability company, on behalf of said company.

Notary: _____
Printed Name: _____
Notary Public, State of New Mexico
My Commission Expires: _____

LOCKHART ECONOMIC
DEVELOPMENT CORPORATION
a Texas Type B sales tax corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss.
COUNTY OF CALDWELL)

This instrument was acknowledged before me on _____, 2021, by _____
_____, as _____ of LOCKHART ECONOMIC DEVELOPMENT
CORPORATION, a Texas Type B sales tax corporation, on behalf of the corporation.

Notary: _____
Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

Exhibit "A"
To Memorandum of Agreement
Legal Description of ROFR Property

DRAFT MINUTES
LOCKHART ECONOMIC DEVELOPMENT CORPORATION
LOCKHART ECONOMIC DEVELOPMENT CORPORATION

MONDAY, NOVEMBER 8, 2021
6:00 P.M.

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

Board Members Present: Alan Fielder, Chairman; David Bryant; Alfredo Muñoz; Frank Estrada; Sally Daniel

Board Members Absent: Doug Foster

Staff Present: Steve Lewis, President; Pam Larison, Treasurer; Armando Morales

1. CALL TO ORDER

The meeting was called to order by Alan Fielder, Chairman at 6:03 pm

2. PUBLIC HEARING - 6:00 PM

2.1 Hold a public hearing regarding Project Iron Ore for a performance agreement with Blackjack II, LLC. pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:04 PM and Closed at 6:05 PM

2.2 Hold a public hearing regarding a performance agreement with Old Pal Bar for a Big Grant pursuant to Sec. 505.159, Local Government Code.

Public Hearing Opened at 6:05 PM and Closed at 6:06 PM

3. PUBLIC COMMENTS

No public comments

4. DISCUSSION AND/OR ACTION

4.1 Discussion and/or action regarding minutes from the October 4, 2021 meeting.

No Discussion.

Motion to approve the minutes from the October 4, 2021 meeting.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.2 Discussion and/or action regarding sales tax and financial statements for September and October 2021.

Fiscal year-end close is being finalized and will be reported at the next meeting

Motion to approve the September and October 2021 financial statements.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

4.3 Discussion and/or action regarding LEDC Resolution 2021-06 for an economic development performance agreement with Old Pal Bar for a Big Grant.

Motion to approve LEDC Resolution 2021-06.

Motion: Frank Estrada

Second: Sally Daniel

Vote: 5 of 5

4.4 Discussion and/or action regarding LEDC Resolution 2021-07 for an economic development performance agreement with Blackjack II, LLC.

A question regarding the length of utility extension was brought up and they are both well under a mile. Greg Zenghi from Iron Ox gave a brief overview of the location and plans for the new location.

Motion to approve LEDC Resolution 2021-07.

Motion: Alfredo Muñoz

Second: Frank Estrada

Vote: 5 of 5

4.5 Discussion and/or action regarding a property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion to approve the property sale agreement for 13.615 acres in Lockhart Industrial Park III with Titan Development.

Motion: Alfredo Muñoz

Second: Sally Daniel

Vote: 5 of 5

5. Executive Session – No executive session held

5.1 Close Open Session and Convene Executive Session pursuant to Secs. 551.071 (consultation with attorney), 551.072 (real estate) and 551.087 (Economic Development) of the Texas Open Meetings Act. Gov't Code Ch. 551, to discuss the following:

- Specs
- Hyperion
- Iron Ore
- Porterhouse

6. Board Action from Executive Session

None

6. DISCUSSION ONLY

6.1 Activity Updates

Mr. Morales gave an update on the LEDC Staff activities for October 2021.

ADJOURN

Motion to Adjourn.

Motion: Sally Daniel

Second: Alfredo Muñoz

Vote: 5 of 5

LEDC Board of Directors Adjourned at 6:49 PM.

LOCKHART ECONOMIC DEVELOPMENT CORPORATION (LEDC)
MINUTES

Monday, November 8, 2021 - 6:00 P.M.

Page 2 of 3

Minutes approved this the _____ day of _____, 2021.

Alan Fielder, Chairman LEDC

Michael Kamerlander, Secretary LEDC

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion and/or action to consider a Chapter 380 agreement with Blackjack II, LLC (Iron Ox) to provide incentives for economic development.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Michael Kamerlander

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: This 380 agreement works in concert with the Performance Agreement with Iron Ox for its proposed new facility on 85-acres on Commerce Street. The economic development performance agreement background includes the project details. The 380 agreement provides a 5-year property tax rebate to Iron Ox once the project is completely developed and a certificate of occupancy has been obtained. The 5-year rebate on City ad valorem tax percentages are as follows:

Year 1:	75%
2:	66
3:	50
4:	33
5:	25

Total Incentive Estimate: \$1,531,650

Estimated Net Benefit to City over 10 years: \$11,653,796

This 5-year rebate only applies to the new facility on Commerce Street, not the existing facility on Reed Avenue that is currently under construction. The Agreement also sets forth investment and job creation requirements.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: The Chapter 380 agreement reflects what was discussed with Council on October 19, 2021.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Move to approve a Chapter 380 agreement with Blackjack II, LLC to provide incentives for economic development.

LIST OF SUPPORTING DOCUMENTS: Iron Ox 380 agreement Final

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“Agreement”) is made and entered into by and between THE CITY OF LOCKHART, TEXAS (“City”), a Texas home-rule municipal corporation, and Blackjack II, LLC. (“Iron Ox”).

RECITALS

Pursuant to Chapter 380, Texas Local Government Code, City is authorized to authorized to establish a program, including the making of loans and grants of public money, to promote state or local economic development and to stimulate business and commercial activity within the City.

Iron Ox desires to purchase land, construct at least a one-million (1,000,000) square foot facility in the City, bring jobs to the City, and participate in the Economic Development Program established in this Agreement.

Iron Ox intends to make a total investment of one-hundred twenty million dollars (\$120,000,000.00) in equipment, personal property, inventory, real property, and improvements to real property over the period of this Agreement.

City has determined that a substantial economic benefit and the creation of new opportunities of employment will accrue to the City and the surrounding area if a facility is successfully developed on the Property.

NOW THEREFORE, in consideration of the foregoing and the covenants, agreements, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Iron Ox agree as follows:

AGREEMENTS

Section 1. Recitals

The recitals set forth above are incorporated herein for all purposes

Section 2. Chapter 380 Program and Consideration

The City finds and the parties hereto agree that the program established by this Agreement will promote state and local economic development and will stimulate business and commercial activity in the City of Lockhart. City and Iron Ox enter into this Agreement in consideration of such economic development and stimulation of business and commercial activity as well as the mutual covenants contained herein.

Section 3. Term

This Agreement shall have a term of five (5) years, commencing on January 1 of the calendar year following Iron Ox's completion of construction and securing of a Certificate of Occupancy from the City and terminating at midnight on the fifth anniversary of that date unless sooner terminated as provided herein. For example, if construction is completed and a Certificate of Occupancy obtained in 2023, Year One of this agreement will commence on January 1, 2024.

Section 4. IRON OX Requirements

Iron Ox agrees:

- (a) To acquire sufficient land in the City of Lockhart, estimated to be eighty-five (85) acres, ("the Property") that will be suitable for the construction of a facility for the indoor cultivation of agricultural crops, and for the operation of Iron Ox activities thereon ("the Facility").
- (b) Construct the Facility on the Property of at least one-million (1,000,000) square feet and with other improvements, including equipment, with a project budget of approximately one-hundred-twenty million dollars (\$120,000,000.00) in capital investment, provided that IRON OX shall be entitled to revise the budget as a result of, among other things, savings realized by value engineering, reduction of costs in building materials, equipment, labor and other components of the Facility, and substitution of individual facility components.
- (c) Employ a minimum of twenty-eight (28) Full Time Equivalent ("FTE") employees within the first three (3) years from the commencement of the term of this Agreement, each of whom shall receive an average annual compensation of thirty-two thousand dollars (\$32,000.00) plus benefits, including healthcare.
- (d) Iron Ox shall provide the City with proof of employment of employees by submitting copies of payroll records and federal employment tax forms or other documentation satisfactory to the City, which shall be provided within thirty (30) days of the end of each year of the term of this Agreement.

Retain at least that number of FTE employees until the end of the term of this Agreement.

The term "Full Time Equivalent," as used in this Agreement, shall mean employment during a calendar year that is equal to a total of at least 1,820 hours including hours associated with holidays, vacation, sick and personal time, and overtime. No more than two employees whose annual hours of employment are less than 1,820 hours, but whose combined time equals or exceeds that number of hours, may be counted as one FTE employee.

- (e) Keep current in the payment of taxes owed for the Facility to any taxing jurisdiction in which the Facility is located unless such taxes are being legally contested by Iron Ox.

Section 5. City Requirements

- (a) In consideration of Iron Ox's agreement to perform the acts described above, City agrees to provide an annual grant to Iron Ox in an amount of money equal to a percentage of the annual City of Lockhart ad valorem taxes paid by Iron Ox on real and personal property based solely on any improvements to the real property ("increment") for that year and actually collected by the City.

- (b) The amount of each annual grant to be paid to Iron Ox by the City shall be calculated as follows:

For Year one: seventy-five percent (75%) of the increment attributable to that year and paid to the City;

For Year two: fifty percent (50%) of the increment attributable to that year and paid to the City;

For Year three: forty percent (40%) of the increment attributable to that year and paid to the City;

For Year four: thirty percent (30%) of the increment attributable to that year and paid to the City;

For Year five: twenty-five percent (25%) of the increment attributable to that year and paid to the City;

After such five-year period, all tax reimbursement grants by the City shall cease.

- (c) City shall pay Iron Ox the applicable amount of each annual grant, following Iron Ox's payment of ad valorem taxes for that year, on or before March 31 of the calendar year following such payment.

Section 6. Recapture/Termination

In the event that Iron Ox begins operating the Facility on the Property, but subsequently discontinues operating such facility for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of Iron Ox for a period of 180 days during the term of this Agreement, then in such event the City will no longer be obligated to expend any further funds for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this Agreement within 30 days of the expiration of the 180 days. The burden shall be upon Iron Ox to prove to the satisfaction of the City

that the discontinuance of operating the distribution facility was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of Iron Ox. In the event Iron Ox meets this burden and the City is satisfied that the discontinuance of the operation of the distribution facility was the result of events beyond the control of Iron Ox, then Iron Ox shall have a period of one (1) year in which to resume the operation of the distribution facility. In the event that Iron Ox fails to resume the operation of a distribution facility within one (1) year, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the expiration of the one-year period.

In the event that Iron Ox allows ad valorem taxes on property, business personal property, or inventory not subject to tax waiver owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of such event

In the event that Iron Ox relocates the business to a location outside of the City of Lockhart, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the relocation.

In the event that the City determines that Iron Ox is in default of any of the terms or conditions contained in this Agreement, then in such event the City shall give Iron Ox thirty (30) days written notice to cure such default. Except as a result of fire, explosion, other casualty, accident, natural disaster, or other event beyond the control of Iron Ox, in the event such default is not cured to the satisfaction of the City within the thirty (30) days notice period, then in such event the City will no longer be obligated to expend any further monies for tax reimbursement, and Iron Ox shall be required to repay the City for any and all monies expended by the City under Section 5 of this agreement within 30 days of the default.

In the event that Iron Ox shall fail to repay the City within 30 days of the date such repayment is due under any provision of this Section, Iron Ox hereby agrees that the City may place a lien on Property belonging to Iron Ox and located in Caldwell County, Texas for full payment of such monies.

Section 7. Certification of Compliance by Iron Ox

On or before March 1 of each year that this Agreement is in effect, Iron Ox shall certify in writing to the City its compliance with all provisions of this Agreement. Such certification shall include any and all documentation required by the City establishing that Iron Ox has met the annual employment requirement for the previous year and that all taxes related to the Property have been paid in full as required by law. The City, at any

reasonable time, shall have the right to review any and all records of Iron Ox related to the provisions of this Agreement.

Section 8. Entire Agreement

This Agreement contains the entire agreement between the City and Iron Ox with respect to the transactions contemplated herein. This Agreement may be amended, altered, or revoked only by written instrument signed by the City and Iron Ox.

Section 9. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Iron Ox may assign its rights and obligations under this agreement only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 10. Notices

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

IRON OX:	Blackjack II, LLC Attn: Brandon Alexander 955 Terminal Way San Carlos, CA 94070
City:	City Manager, City of Lockhart P.O. Box 239 Lockhart, Texas 78644

Section 11. Interpretation

Regardless of the actual drafter of this Agreement, this Agreement shall in the event of dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

Section 12. Applicable Law

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Caldwell County, Texas.

Section 13. Severability

In the event that 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 hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Section 14. Mutual Assistance

City and IRON OX agree to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

THE CITY OF LOCKHART

ATTEST:

Lew White, Mayor

Connie Constancio, City Secretary

Blackjack II, LLC

Brandon Alexander, CEO

State of Texas)
)
County of Caldwell)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Lew White, known to me to be the Mayor of the City of Lockhart, Texas.

Notary Public

My Commission expires:

State of _____)(

County of _____)(

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Brandon Alexander known to me to be the CEO of IRON OX, INC.

Notary Public

My Commission expires:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion and/or action to consider entering into a Water Service Agreement between Polonia WSC and the City of Lockhart to authorize the City of Lockhart to serve water utilities to approximately 49.96-acres generally known as 127 Old Luling and authorizing the Mayor to sign agreement.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The owners of property located at 127 Old Luling Road have approached the City of Lockhart and Polonia WSC in regards to servicing their property with water utilities. Polonia is the current holder of water certificate of convenience and necessity "CCN", which includes this parcel. However, Polonia WSC acknowledges that they lack the service capacity to serve this property's development as projected by the property owner.

Polonia WSC and Aqua WSC are currently in the midst of filing to transfer Polonia's CCN to Aqua with the Public Utility Commission. This transfer will not be complete until early 2022. Filing a formal application for the transfer of a single parcel with the PUC during an active PUC filing would be disruptive and delay approvals. Polonia WSC agrees that entering a Water Service Agreement with the City to serve this property will satisfy all parties until formal filing with the PUC can take place.

Texas Water Code Section 13.248 (TWC Sec. 13.248) authorizes contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities. If the Water Service Agreement is approved, it will authorize the City to serve until the transfer of the water CCN can be filed with the PUC. Similar to other developments within the City's water service area, the property owner would also be expected to extend water and wastewater utilities to serve their development.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of the Water Service Agreement with Polonia WSC.

LIST OF SUPPORTING DOCUMENTS: Water Service Agreement , Map - 127 Old Luling Road, Map - 127 Luling Rd CCN

WATER SERVICE AGREEMENT

This Water Services Agreement (the “Agreement”) is made and entered into as of ____, 2021 (the “Effective Date”) by and between the Polonia Water Supply Corporation (“Polonia”), a retail public utility and Texas corporation, 127 Old Luling LLC, a Texas limited liability company (“Owner”), and the City of Lockhart (“City”), a Texas home rule municipal corporation. Polonia, Owner, and the City are each a “Party.” Collectively, they are the “Parties.”

RECITALS

WHEREAS, Owner owns that certain approximately 49.96-acre piece of property generally known as 127 Old Luling Road, Lockhart, TX 78644 and described as the West one-half of a called 100-acre tract conveyed to Owner by deed of record in 2021-002018 of the Official Public Records of Caldwell County, Texas (“the Property”);

WHEREAS, Polonia is a holder of water certificate of convenience and necessity (“CCN”) No. 10420, which includes certain service areas with boundaries within Caldwell County, Texas;

WHEREAS, the City is the holder of CCN No. 10295, which includes certain service areas with boundaries within Caldwell County, Texas;

WHEREAS, Texas Water Code Section 13.248 (TWC Sec. 13.248) authorizes contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities;

WHEREAS, both Polonia and the City are retail public utilities, as that term is defined in Texas Water Code Section 13.002(19);

WHEREAS, Public Utility Commission Substantive Rule, 16 TAC Sec. 24.253, implements TWC Sec. 13.248 and provides that “If approved by the commission after notice and hearing, contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities are valid and enforceable and are incorporated into the corresponding certificates of convenience and necessity (CCNs);” and

WHEREAS, the Parties desire that Polonia contract with the City to provide water service to the Property from the Effective Date, and that the Property be transferred to the City’s water CCN;

NOW THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1.1 Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement to the same extent as if fully set forth herein.

1.2 Service Rights. Upon the Effective Date, Polonia permits, and the City agrees to provide, under terms mutually agreeable to the City and Owner, water service to the Property.

1.3 Transfer of Water Service Jurisdiction. Upon Public Utility Commission approval of this agreement pursuant to TWC Sec. 13.248 and 16 TAC Sec. 24.253, Polonia agrees to transfer and convey to the City, and the City agrees to accept from Polonia the water service jurisdiction for the Property. The Parties agree to modification of their water CCNs, accordingly, subject to approval by the Public Utility Commission. The Parties agree that neither the Owner nor the City shall be required to pay any fee per acre or living unit equivalent to Polonia. Owner shall only be responsible for the reimbursement of reasonable consulting and legal fees to assist the City with execution of the application and approval by the Public Utility Commission of said transfer agreement.

GENERAL PROVISIONS

2.1 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

2.2 Entire Agreement. This Agreement, along with any exhibits, reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter thereof.

2.3 Notice. The following notice requirements shall apply with regard to notice by the Parties to each other, except with regard to other or additional requirements that may apply to documents served on all parties as provided in 16 Tex. Admin Code §§ 22.74 and 24.239. When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. Notices and routine communications to the City, Owner, and Polonia shall be addressed as follows:

City:

City of Lockhart
Attn: City Manager

308 W San Antonio St.
Lockhart, TX 78644

with a copy to:

Messer, Fort, McDonald PLLC
Attn: City Attorney Monte Akers
13625 Pond Springs Road, Suite 204
Austin, TX 78729
monte@txmunicipallaw.com

Polonia:

Attn: _____
2990 FM 1185
Lockhart, TX 78644
[Email]

Owner:

127 Old Luling LLC
105 Rancho Trl
Georgetown, TX 78628

With a copy to

Drenner Group, P.C.
Attn: Charley Dorsaneo
200 Lee Barton Drive, Suite 100
Austin, Texas 78704
cdorsaneo@drennergroupp.com

2.4 Successors and Assigns. This Agreement shall bind the Parties and their legal successors and is assignable by any Party without prior written consent of the other Party. All of the respective obligations of each Party shall bind that Party and shall apply to and bind any successors or assigns of that Party.

2.5 Venue. Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Caldwell County, Texas.

2.6 Multiple Originals. This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

2.7 Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

2.8 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

2.9 Enforceability. The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

[Signature Pages Follow]

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date provided above.

CITY: LOCKHART, TEXAS,

Lew White, Mayor

ATTEST:

Connie Constancio, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF CALDWELL §

This instrument was acknowledged before me on the day of _____, 2021, by _____, as _____ for the City of Lockhart, a Texas municipal corporation.

[SEAL]

Notary Public, State of Texas

POLONIA WATER SUPPLY CORPORATION,
a Texas corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF CALDWELL §

This instrument was acknowledged before me on the day of _____, 2021, by _____,
as _____ for the Polonia Water Supply Corporation, a Texas municipal corporation.

[SEAL]

Notary Public, State of Texas

OWNER

127 Old Luling LLC,
a Texas limited liability company

By: _____
Name: Rupe Gopani
Title: Manager

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

On this day, the ____ of _____, 2021, personally appeared Rupe Gopani, Manager of 127 Old Luling LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[SEAL]

Notary Public, State of _____

127 Old Luling Road



Abundant Church Central Texas

Summerdale Ave

Ed Braun Park

Haber Supply Co

S Colorado St

Ed Braun Park

Ed Braun Park

Sycamore Dr

Sunset Dr

Summerdale Ave

Sunset Dr

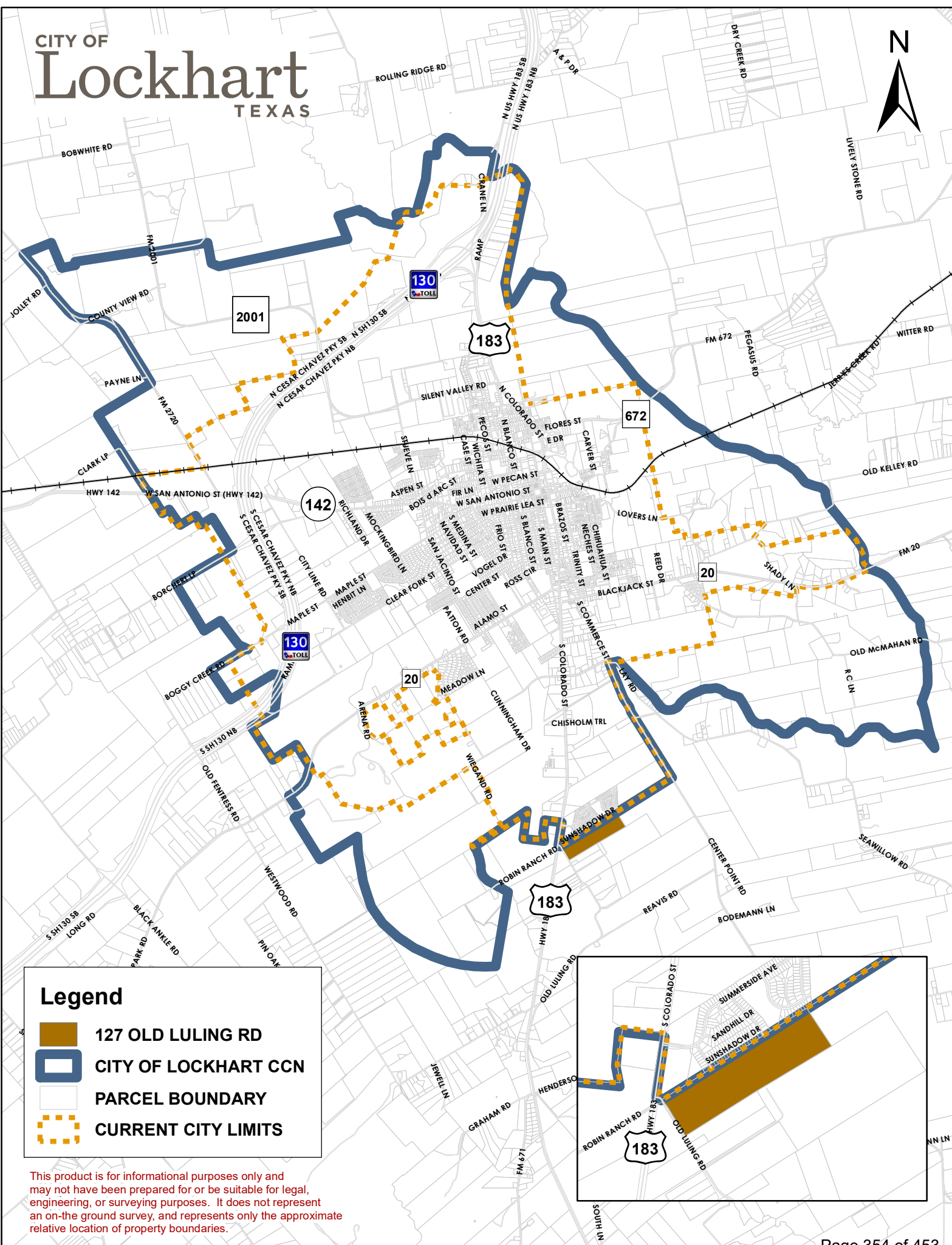
183

213

183

127 Old Luling Rd

CITY OF Lockhart TEXAS



Legend

- 127 OLD LULING RD
- CITY OF LOCKHART CCN
- PARCEL BOUNDARY
- CURRENT CITY LIMITS

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion and/or action to consider Resolution 2021-19 casting votes for Directors to serve on the Caldwell County Appraisal District Board of Directors for the term of office from January 1, 2022 to December 31, 2023.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Connie Constancio

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: During the September 21, 2021 meeting, the Council approved Resolution 2021-16 that listed Alfredo Munoz and Sally Daniel as the City of Lockhart's nominations to be placed on a ballot for the CCAD Board of Directors that consists of five members. Attached is the ballot that the City received from the Caldwell County Appraisal District (CCAD) requesting that each taxing entity cast votes for the CCAD Board of Directors for the term of office from January 1, 2022 to December 31, 2023. The ballot consists of 8 candidates running for 5 Director positions. The Director will serve a two-year term beginning on January 1 of even numbered years. The City of Lockhart is entitled to cast 427 votes. The Council may cast all votes for one candidate or may distribute the votes among any number of candidates up to 427 votes. The deadline to submit the votes to the CCAD is December 15, 2021. Staff will submit the necessary documentation to the CCAD after the Council has cast their vote(s).

In 2019, the Council cast all votes (453) to Alfredo Munoz.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: On September 21, 2021, Council approved Resolution 2021-16 nominating Alfredo Munoz and Sally Daniel to be placed on the ballot for CCAD Board of Directors.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: Resolution 2021-19, CCAD Current Board of Directors, Notice from CCAD

RESOLUTION 2021-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS CASTING VOTES FOR DIRECTOR(S) TO SERVE ON THE CALDWELL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF OFFICE FROM JANUARY 1, 2022 TO DECEMBER 31, 2023.

WHEREAS, the City of Lockhart is entitled to cast 427 votes for one or more nominee's to serve on the Caldwell County Appraisal District Board of Directors; and,

WHEREAS, the deadline to cast and submit these votes to the Chief Appraiser is December 15, 2021; and,

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Lockhart City Council hereby casts 427 votes for nominee(s) to serve on the Caldwell County Appraisal District Board of Directors as documented in "Exhibit A" as attached.

This Resolution shall be in full force and effect immediately upon its Passage, Approval and Adoption on this the 16th day of November 2021.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

EXHIBIT "A"
ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2022-2023 TERM

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Andy Govea	_____
Kathy Haigler	_____
Linda Hinkle	_____
Alfredo Munoz	_____
Jon Reyes	_____
Sonja Villalobos	_____

TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

Caldwell County-----	1669
City of Lockhart-----	427
City of Luling-----	121
City of Martindale-----	28
City of Mustang Ridge-----	11
City of Niederwald-----	3
City of San Marcos-----	18
City of Umland-----	2
Lockhart ISD-----	1717
Luling ISD-----	584
Prairie Lea ISD-----	126
Hays ISD-----	47
Gonzales ISD-----	34
San Marcos ISD-----	187
Waelder ISD-----	22
Austin Comm. College-----	4
 TOTAL-----	 5000

Board of Directors

Board Member	Location
Sally Daniel	Lockhart
Kathy Haigler	Dale
Alfredo Munoz	Lockhart
Lee Rust	Luling
Sonja Villalobos	Martindale

The Appraisal District Board of Directors Role in the Property Tax System

The local property tax system follows the principle of checks and balances.

An appraisal district board of directors hires the chief appraiser, sets the budget and appoints the appraisal review board members.

The directors have no authority to set values or appraisal methods.

The chief appraiser carries out the appraisal district's legal duties, hires the staff, makes the appraisals and operates the appraisal office.

Regular board meetings take place on the 4th Tuesday of the month at 6:00 p.m. located in the Caldwell County Appraisal District office.

original from Larison
cc: LW
cc: SL

Caldwell County Appraisal District

RECEIVED
CITY OF LOCKHART

OCT 19 2021

RECVD. BY: _____
TIME RECVD: _____

DATE: October 18, 2021
TO: Presiding Officers
FROM: Shanna Ramzinski, Chief Appraiser
RE: Selection of Appraisal District Directors

Enclosed you will find your ballot and the number of votes that your taxing unit is entitled to in this election. The upcoming term of office is from January 1, 2022 to December 31, 2023.

Each taxing unit must cast its vote by written resolution and submit it to the chief appraiser before December 15, 2021. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. The five candidates receiving the most votes will be declared the winners.

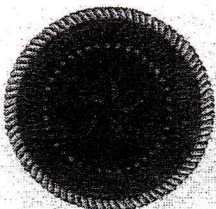
A voting unit must cast its votes for a person nominated and named on the ballot. Votes cast for someone not listed on the ballot cannot be counted.

The ballot should be dated and signed by the presiding officer of the taxing unit and returned along with a copy of the resolution to the Chief Appraiser, Caldwell County Appraisal District, P. O. Box 900, Lockhart, Texas 78644, before December 15, 2021.

Best Regards,

Shanna Ramzinski
Shanna Ramzinski
Chief Appraiser

Enc: Ballot



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

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

**ELECTION OF BOARD OF DIRECTORS
CALDWELL COUNTY APPRAISAL DISTRICT
2022-2023 TERM**

NOMINEE	NUMBER OF VOTES CAST
Kayline Cabe	_____
Sally Daniel	_____
Andy Govea	_____
Kathy Haigler	_____
Linda Hinkle	_____
Alfredo Munoz	_____
Jon Reyes	_____
Sonja Villalobos	_____

TAXING UNIT: _____

DATE: _____

Presiding Officer Signature

NUMBER OF VOTES FOR EACH TAXING UNIT

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Waelder ISD-----	22
Austin Comm. College-----	4
 TOTAL-----	 5000

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion and/or action to confirm the Caldwell County Commissioner Court's appointment of Steve Lewis to the Texas Innovation Corridor Transportation Alliance.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Texas Innovation Corridor Transportation Alliance (Alliance) is being constituted at the direction of the Greater San Marcos Partnership's (GSMP) Vision2025 strategic plan. The Alliance's formation and administration is led by the members of the GSMP's Implementation Workgroup focused on the third goal of the Vision2025 plan.

The purpose of the Alliance is not to duplicate or replace any other transportation plans or organizations, but rather to improve coordination between entities within the GSMP footprint. Like many other components of economic development, transportation systems are most valuable when cohesively linked to a broader system, and the role of the Alliance is principally to strengthen regional transportation cooperation within the GSMP footprint.

The Alliance is composed of eleven voting seats, which may be modified at the discretion of the GSMP Board. Each entity with a seat within the Alliance is recommended to have a primary representative, a designated alternate, and a technical representative, all of which may attend Alliance meetings. Self-appointing institutions shall affirm their representative on an annual basis. For any entity holding a seat on CAMPO's Transportation Policy Board, the representative serving in the CAMPO seat may be considered for service on the Alliance. The two "community" seats appointed by each respective County Commissioners Court are intended to be rotated amongst municipalities not already represented on the Alliance.

On November 8, 2021, the Commissioners Court appointed Steve Lewis as Caldwell County's appointee to the Alliance.

Attached is a document providing details about the Alliance's mission, composition, and formation framework.

PROJECT SCHEDULE (if applicable): N/A

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): N/A

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

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

LIST OF SUPPORTING DOCUMENTS: Texas Innovation Corridor Transportation Alliance Information

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

PREAMBLE: The Texas Innovation Corridor Transportation Alliance (“TxIC TA” or “the Alliance”) is being constituted at the direction of the Greater San Marcos Partnership’s (the “GSMP”) Vision2025 strategic plan. The Alliance’s formation and administration is led by the members of the GSMP’s *Implementation Workgroup* focused on the third goal of the Vision2025 plan, which is to *Accommodate and Manage Quality Growth* (known as *Workgroup 3* or “WG3”), and the staff of the GSMP.

As a regional economic development organization, the GSMP acknowledges the importance of safe, efficient, and sustainable transportation as a core component of business infrastructure and logistics, competitive quality of place, and resident quality of life. A well-functioning, diverse, and scalable transportation system is critical toward “accommodate[ing] and manag[ing] quality growth.”

However, the GSMP is not a transportation planning organization. Many of the communities and institutions represented within the footprint of the GSMP have their own detailed transportation plans, capital projects, planning and transportation departments, and networks of grassroots transportation advocacy organizations. Some are also members of larger state, MPO, and MSA level transportation planning, policy, and funding regimes.

The purpose of the Alliance is not to duplicate or replace any of these other plans or organizations, but rather to improve coordination between entities within the GSMP footprint. Like many other components of economic development, transportations systems are most valuable when cohesively linked to a broader system, and the role of the Alliance is principally to strengthen regional transportation cooperation within the GSMP footprint.

The Alliance is also an opportunity to create a venue outside the strictures of formal policymaking or executive bodies where potentially transformative regional transportation initiatives can be identified and assessed. While the Alliance is not empowered to take any executive or legislative action of its own, it is intended to serve as an incubator where innovative ideas may be tested. The Alliance may then make recommendations that help build consensus within the region that ultimately lead to tangible action by the appropriate authorities.

The GSMP excels at regional partnership and is therefore uniquely positioned to bring together members of the Alliance with these intentions in mind to cooperate toward the following Mission Statement.

MISSION STATEMENT: *The Texas Innovation Corridor (TxIC) Transportation Alliance exists to foster the development of a world-class and multi-modal regional transportation system by facilitating cooperation amongst Alliance members on regional transportation initiatives and identifying innovative regional mobility solutions. The overarching goal of the Alliance is to accommodate and manage quality growth by promoting safe, efficient, and sustainable transportation options for the residents of the growing Texas Innovation Corridor and its future generations.*

ALLIANCE COMPOSITION: The Alliance shall be composed of eleven (11) voting seats, which may be modified at the discretion of the GSMP Board. Each entity with a seat within the Alliance is recommended to have a primary representative, a designated alternate, and a technical representative, all of which may attend Alliance meetings.

Self-appointing institutions shall affirm their representative on an annual basis. For any entity holding a seat on CAMPOs Transportation Policy Board, the representative serving in the CAMPO seat may be considered for service on the Alliance. The two “community” seats appointed by each respective County Commissioners Court are intended to be rotated amongst municipalities not already represented on the Alliance. A chair (its delegee or staff liaison) of WG3 shall contact and verify each entity’s selection prior to the end of each fiscal year.

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

The GSMP Representative and the three At-large members shall be nominated by the then-current WG3 members through a nomination and consensus process during Q4 of each fiscal year and shall then be confirmed at the annual meeting of the GSMP Board. All appointments shall be annual, and representatives may be reappointed with the GSMP and At-Large seats subject to a maximum term of five (5) years.

#	Seat	Term	Note
1	Hays County	Annual	Consider CAMPO appointee or another knowledgeable representative
2	Caldwell County	Annual	Consider CAMPO appointee or another knowledgeable representative
3	City of San Marcos	Annual	Consider CAMPO appointee or another knowledgeable representative
4	City of Kyle	Annual	Consider CAMPO appointee or another knowledgeable representative
5	Texas State University	Annual	As appointed by the President, or delegee
6	Hays County Community	Annual	Rotating Municipality Representative Appointed by Commissioners Court
7	Caldwell County Community	Annual	Rotating Municipality Representative Appointed by Commissioners Court
8	GSMP Representative	Annual	Non-Staff Member involved in WG3
9	At-large A	Annual	Recommended – Transportation Planner
10	At-large B	Annual	Recommended – Transportation NPO
11	At-large C	Annual	Open requirements

A number of other offices and organizations are acknowledged as critical players in regional transportation. A few are listed below. These entities will receive invitations to attend each meeting. While they will be non-participatory, there may be time set aside in each meeting for questions or open discussion with attending parties. Alliance members may also call upon attendees for specific questions during the proceedings.

State Representative Offices	State Senator Office
The Greater Austin-San Antonio Corridor Council	TXDOT Austin District Engineer
CAMPO	SH130
AAMPO	CARTS
Cap Metro	CAPCOG
VIA!	AARO Transportation Workgroup

MEETINGS AND AGENDA SETTING: The committee will meet quarterly or as needed to discuss and, as appropriate, make recommendations on items including, but not limited to:

- Existing Transportation initiatives occurring within, across, or through the TxIC with regional impact
- Proposed Transportation initiatives recommended for discussion
- Upcoming legislative/organizational action with potential to affect regional transportation

A proposed agenda shall be created by WG3 and delivered to the Alliance Chair no less than two weeks prior to each quarterly Alliance meeting. No less than one week prior to the next Alliance meeting, the Alliance Chair shall advise the GSMP staff liaison whether each item is approved or rejected as well as add any additional items to the agenda at their discretion. The GSMP staff liaison shall then circulate the final draft agenda to the Alliance, noting any Chair-rejected agenda items. No less than two days prior to the Alliance meeting, any two other Alliance members may join together to place any additional items (including a rejected item) onto the agenda.

Texas Innovation Corridor Transportation Alliance

Mission, Composition, and Formation Framework

TIMING, VOTING, AND ATTENDANCE: The Alliance shall follow the GSMP fiscal year ending September 30. The Alliance members may set the time for each quarterly meeting. In the absence of any established time, the Alliance shall meet on the sixth Wednesday of each quarter at 5PM. For any business before the Alliance, only the primary representative may vote, unless the representative delegates his or her voting authority to their alternate in a written communication to the Alliance Chair prior to a meeting in which the primary representative will not attend. The technical representative is advisory only and shall not vote. If a primary representative misses two consecutive meetings of the Alliance, the representative shall be subject to automatic removal from the Alliance unless said removal is waived by a majority vote of the other members at the following Alliance meeting.

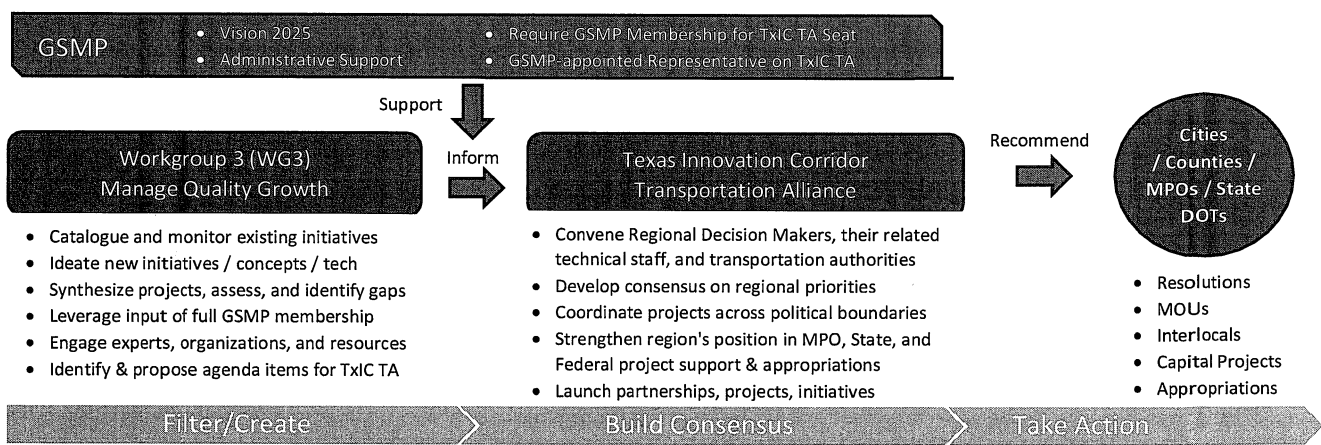
ALLIANCE LEADERSHIP: At the first meeting of the Alliance each year, the Alliance shall elect a Chair and Vice Chair. Prior to election of the year's leadership, the meeting shall be convened and run by the past year's Chair or Vice Chair, if they continue to serve on the Alliance. In the absence of either past year's leadership continuing on the Alliance, the GSMP representative shall convene the meeting prior to the election of new leadership.

STAFF SUPPORT: GSMP will provide administrative staff support for Alliance meetings. Additional projects needing staff support will be assigned on a per project basis to GSMP staff, an Alliance member's technical members, volunteers within WG3, or transportation-advocate organizations. The GSMP does not retain any qualified transportation planners and any technical analysis will be done by others.

REPORTING: GSMP staff will provide minutes from Alliance meetings to WG3 members and be available to members of the GSMP board upon request.

FUNDING: The GSMP shall provide any nominal funding required to host the Alliance's meetings. No transportation project funding is anticipated to be allocated to the Alliance by the GSMP. Project-specific funding may be considered on a case-by-case basis and shall require approval and appropriation from any contributing Alliance Member's governing body, including, but not limited to, City Councils, Commissioner's Courts, and the GSMP Board, as applicable.

ROLES AND INTERPLAY



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: November 16, 2021

AGENDA ITEM CAPTION: Discussion regarding matters related to COVID-19.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Steven Lewis, Monte Akers

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: On May 18, 2021, Governor Abbot issued GA-36 that prohibited governmental entities from mandating face coverings or restricting activities in response to the COVID-19 disaster. As a result, the Lockhart City Council rescinded the Mayor's Declaration to require face coverings and encouraged citizens to continue to follow the CDC guidelines in regard to COVID-19.

Also, as a result of the Governor opening Texas on March 2, 2021 (GA-34), community events are back on schedule such as the Chisholm Trail Roundup, Fireworks show, and City venues such as the city splash pad are open to the public. Face coverings are not required during the events or at city facilities.

An update of COVID-19 orders and Council actions is attached.

Open Meetings Act Suspensions Terminate effective September 1, 2021

In March 2020, Governor Abbott's office granted the Attorney General's request to suspend certain open meetings statutes. The temporary suspension allows for telephonic or videoconference meetings of governmental bodies that are accessible to the public in an effort to reduce in-person meetings, thereby allowing governmental bodies and/or board commissions to hold a meeting virtually without a quorum being present at the meeting location.

On June 30, 2021, the Governor's office approved a request by the Attorney General to lift the open meetings suspensions effective at 12:01 a.m. on September 1, 2021. All Texas governmental bodies subject to the OMA must thereafter conduct their meetings in full compliance with the OMA as written in state law.

The following are provisions in the OMA suspension that will no longer be allowed effective September 1, 2021:

- 1) Video conferencing capability will change in that a member of the governing body or board can meet virtually but there must be a quorum physically present at the meeting location.
- 2) Telephone conference meetings will not be allowed to continue and are only allowed in an emergency.

On **August 29, 2021**, Governor Abbott issued a Declaration renewing the declaration of disaster stating that COVID-19 poses an imminent threat of disaster for all counties in Texas.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

On October 11, 2021, Governor Abbott issued GA-40 prohibiting vaccine mandates, subject to legislative action.

This item is returned to Council for consideration, if necessary.

PROJECT SCHEDULE (if applicable): N/A

AMOUNT & SOURCE OF FUNDING:

Funds Required: N/A

Account Number: N/A

Funds Available: N/A

Account Name: N/A

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: None.

LIST OF SUPPORTING DOCUMENTS: Update of COVID-19 orders and Council actions, GA-39, GA-38, Governor Abbott proclamation renewing the Declaration of Disaster, GA 40

HISTORY OF COVID-19 ORDERS/COUNCIL ACTIONS

On **September 1, 2020**, the City Council adopted Resolution 2020-20 renewing and adopting a requirement that commercial establishments in the City post a notice that facial coverings are a requirement of employees and persons entering such establishments. The requirement that such notice be posted shall remain in effect until terminated or amended by the City Council.

On **October 7, 2020**, Governor Greg Abbott issued Executive Order GA-32 to allow certain bars and similar establishments to operate at 50% capacity with permission from the County Judge. GA-32 increased the occupancy levels for all business establishments other than bars to 75%. GA-32 also provides that outdoor gatherings in excess of 10 people is prohibited unless the Mayor of the City in which the gathering is held, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with GA-32.

Mayor's statement on reduced business capacity in Caldwell County. At 12:01 a.m. on Wednesday, January 13, 2021 the provisions of Governor Greg Abbott's Executive Order GA-32 that suspend elective surgeries, close bars and reduce business capacity to 50 percent went into effect in Lockhart and Caldwell County. This was occurring because under GA-32, these specific provisions took effect when a Trauma Service Area had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total capacity exceeded 15 percent. This was the case in Trauma Service Area O, which included Caldwell County.

COVID Relief Fund update. On January 19, 2021, the Council voted to offer a six-month forbearance to businesses that received a COVID-19 Recovery Loan in 2020. Council re-opened the COVID Relief Grants to small businesses for \$5,000 per business that qualifies. Restaurants and bars that were affected by the Governor's order earned higher points on the application process.

During the February 23, 2021 meeting, Chief Jenkins provided an update of COVID compliance for local businesses.

On **March 2, 2021**, Governor Abbot issued GA-34 that was effective March 10, 2021. It provides that the State no longer requires face covering and it does not allow local jurisdictions to require face coverings. GA-34 supercedes all orders issued by local officials that conflict with regard to services or local orders and provides that businesses and other establishments may require customers and employees to wear face coverings. The consensus of the Council was to leave the Mayor's Declaration in effect and to encourage citizens to continue to wear face coverings and to maintain a six foot distance.

On **May 13, 2021**, the CDC announced that fully vaccinated individuals no longer need to mask up or social distance indoors and outdoors, including crowds. Attached is information from the CDC about how to stay safe around individuals that are or are not fully vaccinated.

On **June 15, 2021**, the consensus of the Council was to continue virtual attendance at meetings.

On **June 30, 2021**, the Governor's office approved a request by the Attorney General to lift the temporary Open Meetings Act suspensions, effective at 12:01 a.m. on September 1, 2021. The change in virtual meetings is that a member of the governing body or board member may attend a meeting virtually but there must be a quorum physically present at the meeting location.

On **July 29, 2021**, Governor Abbott issued Executive Order 38, that combined several existing COVID-19 executive orders to promote statewide uniformity and certainty in the state's COVID-19 response. Governor Abbott stated that "The new Executive Order emphasizes that the path forward relies on personal responsibility rather than government mandates".

On **August 13, 2021**, TML provided the following information regarding actions taken by governmental entities and the Attorney General in regards to face coverings:

- **Mask Mandate Update:** Tuesday afternoon, two state district court judges in Dallas and Bexar counties granted local authorities in those jurisdictions temporary restraining orders blocking Governor Abbott's ban on mask mandates. In response to the rulings, the City of San Antonio issued a requirement for face coverings inside city facilities, and the Dallas County Judge issued an emergency order on Wednesday related to face coverings. Temporary restraining orders are by definition temporary and require further court proceedings to become permanent. TML will continue to monitor these developments. In related news, Houston's Mayor Sylvester Turner is requiring masks in city facilities when physical distancing is not doable.

Additionally, a number of large school districts ("ISDs") across the state, including Dallas ISD, Houston ISD, Austin ISD, Fort Worth ISD, and San Antonio ISD, are requiring masks on school property.

- **Attorney General Issues Two COVID-related opinions:** On August 11, the Attorney General released two opinions related to mask mandates and vaccines.
 1. In Opinion KP-0379, the Attorney General was asked whether COVID-19 vaccines could be required as a condition to enter a government building. Citing the Governor's Executive Order No. 38 as well as the recently passed S.B. 968, the Attorney General opined that government entities may not require COVID-19 vaccines as a condition to enter a government facility.
 2. In Opinion No. KP-0380, the Attorney General was asked to opine on the effect of the Governor's executive orders on federal requirements related to face coverings on public transit. The AG ultimately opined that he is unconvinced that CDC and TSA rules as well as federal law preempt the Governor's orders prohibiting mask mandates.

Please remember that Attorney General opinion are just that: opinions. They are legal guidance but do not carry the force of law or court order.

- **Counties Across Texas Seeing Rise in COVID-19 Threat Levels:** Over the last few weeks, we have reported on the rise in COVID-19 threat levels in counties and cities across the state. That rise continues, with Travis, Harris, Dallas, and Williamson counties, among others, back at the highest threat levels as the Delta variant spreads across the state and ICU bed availability drops.

On **August 29, 2021**, Governor Abbott issued a proclamation renewing the declaration stating that COVID-19 poses an imminent threat of disease for all counties in Texas.

On **August 25, 2021**, Governor Abbott issued GA-39 (attached), prohibiting governmental entities from compelling an individual to receive a COVID-19 vaccine regardless of full FDA approval, among other things.

The Governor also issued the following call to the Special Session of the Legislature:

Legislation regarding whether any State or Local Governmental entities in Texas can mandate that an individual receive a COVID-19 vaccine and, if so, what exemption should apply to such mandate.

On **October 11, 2021**, Governor Abbott issued GA-40 relating to prohibiting all entities of compelling receipt of a COVID-19 vaccine until the issue has been considered through legislation.



GOVERNOR GREG ABBOTT

August 25, 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

*Relating to prohibiting vaccine mandates and vaccine passports
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an "emergency use authorization" by prohibiting vaccine mandates from governmental entities and by prohibiting "vaccine passports" from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature's primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:43 P.M. O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th
day of August, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

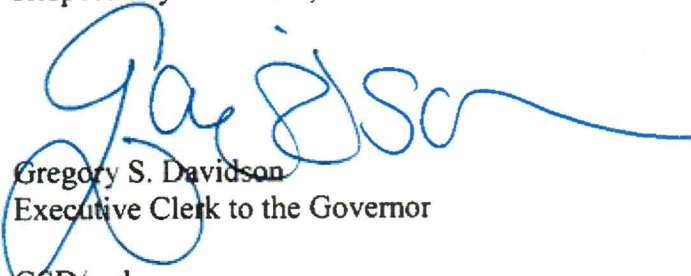
Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders ... hav[ing] the force and effect of law;" and

WHEREAS, under Section 418.016(a), the "governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;" and

WHEREAS, under Section 418.018(c), the "governor may control ingress and egress to

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3:15pm O'CLOCK

JUL 29 2021

and from a disaster area and the movement of persons and the occupancy of premises in the area;" and

WHEREAS, under Section 418.173, the legislature authorized as "an offense," punishable by a fine up to \$1,000, any "failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;"

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
 - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
 - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans' private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called "vaccine passports," the following requirements apply:
 - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
 - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
 - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

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SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.

- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
 - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
 - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
 - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
 - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
 - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
 - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
 - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

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SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
 - a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
 - a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th
day of July, 2021.

A handwritten signature in black ink, reading "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink, reading "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15 PM O'CLOCK

JUL 29 2021

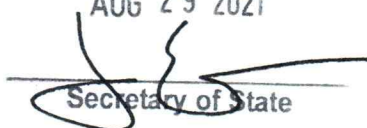


GOVERNOR GREG ABBOTT

August 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30 PM O'CLOCK

AUG 29 2021


Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 29th day of August, 2021.

A handwritten signature in black ink, reading "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK

AUG 29 2021

Governor Greg Abbott
August 29, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:30pm O'CLOCK
AUG 29 2021



GOVERNOR GREG ABBOTT

October 11, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM 'CLOCK

OCT 11 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-40 relating to prohibiting vaccine mandates, subject to legislative action.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "G. Davidson", with a long horizontal flourish extending to the right.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
October 11, 2021

EXECUTIVE ORDER GA 40

*Relating to prohibiting vaccine mandates,
subject to legislative action.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but must always be voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35, GA-38, and GA-39 to prohibit governmental entities and certain others from imposing COVID-19 vaccine mandates or requiring vaccine passports; and

WHEREAS, in yet another instance of federal overreach, the Biden Administration is now bullying many private entities into imposing COVID-19 vaccine mandates, causing workforce disruptions that threaten Texas's continued recovery from the COVID-19 disaster; and

WHEREAS, countless Texans fear losing their livelihoods because they object to receiving a COVID-19 vaccination for reasons of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, the legislature has taken care to provide exemptions that allow people to opt out of being forced to take a vaccine for reasons of conscience or medical reasons; and

WHEREAS, I am adding this issue to the agenda for the Third Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

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SECRETARY OF STATE
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OCT 11 2021

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. No entity in Texas can compel receipt of a COVID-19 vaccine by any individual, including an employee or a consumer, who objects to such vaccination for any reason of personal conscience, based on a religious belief, or for medical reasons, including prior recovery from COVID-19. I hereby suspend all relevant statutes to the extent necessary to enforce this prohibition.
2. The maximum fine allowed under Section 418.173 of the Texas Government Code and the State's emergency management plan shall apply to any "failure to comply with" this executive order. Confinement in jail is not an available penalty for violating this executive order.
3. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

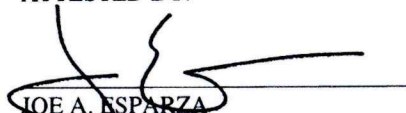
This executive order does not supersede Executive Orders GA-13, GA-37, GA-38, or GA-39. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 11th
day of October, 2021.



GREG ABBOTT
Governor

ATTESTED BY:


JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:30 PM O'CLOCK

OCT 11 2021

LIST OF BOARD/COMMISSION VACANCIES

Updated: 11/1/2021

Board Name	Reappointments/Vacancies	Council member
Board of Adjustment	One Alternate position	Any Councilmember
LEDC	VACANCY – (Dyral Thomas removed Sept 2021)	Councilmember Juan Mendoza

APPLICATIONS RECEIVED TO BE ON A BOARD/COMMISSION

APPLICANT	BOARD REQUESTED	DATE RECEIVED	RESIDENCE DISTRICT
Adella Fernandez	1 st - LEDC 2 nd - Planning & Zoning 3 rd – Parks & Recreation	July 21, 2021	District 3
Lue Edward D. Baker	1 st – Historic Preservation Comm. 2 nd – Parks & Recreation 3 rd – Planning & Zoning	August 18, 2021	District 4
Dennis McCown	Historic Preservation Commission	October 21, 2021	District 2

The following are NOTES regarding appointments to several boards that have certain criteria that should be met, such as qualifications or number to serve on the board. Boards that are not listed below have a seven member board and are open to any citizen without qualifications.	
NOTES: AIRPORT ADVISORY BOARD	Sec. 4-26. Membership; appointments. The Lockhart Airport Advisory Board shall be composed of seven members to be appointed in accordance with section 2-210. At least five members must currently be or have been flight rated, and two members may be appointed as at-large members. Members shall serve three-year terms, such terms coinciding with the council position making the appointment. Sec. 4-28. Eligibility for board membership. No person having a financial interest in any commercial carrier by air, or in any concession, right or privilege to conduct any business or render any service for compensation upon the premises of the Lockhart Municipal Airport shall be eligible for membership on the Lockhart Airport Advisory Board. Sec. 4-32. Limitations of authority. The Lockhart Municipal Airport Advisory Board shall not have authority to incur or create any debt in connection with airport operations; nor shall the board be empowered to enter into any contract, leases, or other legal obligations binding upon the City of Lockhart; nor shall the board have authority to hire airport personnel or direct airport personnel in the execution of their duties.
NOTES: CONSTRUCTION BOARD APPOINTMENTS	<i>Section B101.4, Board Decision,</i> is amended to read as follows: The construction board of adjustments and appeals shall have the power, as further defined in Appendix B, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes; and to conduct hearings on determinations of the building official regarding unsafe or dangerous buildings, structures and/or service systems, and to issue orders in accordance with the procedures beginning with section 12-442 of this Code [of Ordinances]. <i>Section B101.2, Membership of Board,</i> is amended to read as follows: Each District Council member and the Mayor shall appoint one member to the Construction Board of Appeals making it a five (5) member board and each Councilmember at Large shall appoint an alternate. The term of office of the board members shall be three (3) years, such terms coinciding with the council position making the appointment. The two (2) alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. Board members shall consist of members who are qualified by experience and/or training to pass on matters pertaining to building construction and are not employees of the City of Lockhart.
NOTES: ELECTRIC BOARD APPOINTMENTS	Sec. 12-132. Members. (a) Appointments to the examining and supervisory board of electricians and appeals shall conform to section 2-210 except that the board shall consist of five persons with one being appointed by each district council member and one by the mayor. Each member shall serve three-year terms with such terms to coincide with the council position making the appointment. (b) Each board member shall reside within the county and such board shall include one member who shall be a building contractor; one layman; two members shall be master electricians who are currently licensed by the city; and one member shall be either a building contractor or master electrician licensed by the city. There shall be two ex-officio members, one who shall be the city electrical inspector, and one shall be the fire marshal. Sec. 12-133. Officers and quorum. The members of the examining and supervising board of electricians and appeals shall select a chairman and secretary. A quorum shall consist of three members.
NOTES: HISTORIC PRESERVATION COMMISSION	Sec. 28-3. Historical preservation commission. (b) The commission shall consist of seven members, appointed by the city council in accordance with section 2-210, who shall whenever possible meet one or more of the following qualities: (1) A registered architect, planner or representative of a design profession, (2) A registered professional engineer in the State of Texas, (3) A member of a nonprofit historical organization of Caldwell County, (4) A local licensed real estate broker or member of the financial community, (5) An owner of an historic landmark residential building, (6) An owner or tenant of a business property that is an historic landmark or in an historic district, (7) A member of the Caldwell County Historical Commission.
NOTES: PARKS ADVISORY BOARD	Sec. 40-133. Members. (a) The board shall consist of seven members appointed in accordance with section 2-210 to serve three years terms, such terms to coincide with the council position making the appointment and two alternates shall also be appointed by the mayor and mayor pro-tem, one each. The two alternates shall also serve the term coinciding with the council position making the appointments. Vacancies shall be filled for an unexpired term in the manner in which the original appointments are required to be made. (Ordinance 06-08, adopted February 7, 2006)

NOTES: Lockhart Economic Dev Corp	LEDC Bylaws – Article II. Board of Directors Section 1. Powers, Number and Term of Office - The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (The “Board”) under the guidance and direction of the Lockhart City Council and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws the Board shall exercise all of the powers of the Corporation. - The Board shall consist of seven directors, each of whom shall be appointed by the City Council of the City. Each director shall occupy a place (individually the “Place” and collectively, the “Places”) as designated herein. Places 1-4 are designated for Councilmember Directors from Councilmember Districts 1 through 4 respectively. In the event that a particular Councilmember from said District is unable or unwilling to serve in the capacity as a Director, that Councilmember shall have the right to nominate a non-councilmember for approval and appointment. Places 5-7 are designated for Citizen Member Directors. - The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the Articles of Incorporation. - Any director may be removed from office by the City Council at will.
NOTES: ORDINANCE RE: ALL BOARD, COMMISSION APPOINTMENTS	Sec. 2-209. - Rules for appointment. The city council hereby sets the following rules: - Except as may be established by existing city ordinances/resolutions the process for selecting members shall be open to all Lockhart citizens, who must apply for appointment, to include those applying for reappointment. Reappointment shall not be deemed automatic. - Council shall seek to appoint the most qualified or best persons available, while also respecting the need for diverse community opinions. - No member of any appointed body shall serve on more than one quasi-judicial or advisory board or commission. - No appointed body shall deviate from its charge, deliberate items not on its agendas, or speak for the council or City of Lockhart without council authorization. - Subject to other qualifications as specifically required for membership on the below boards and commissions, the city council shall have the right (but not the duty) to appoint up to two members who are not Lockhart citizens but who are residents of Caldwell County to the Lockhart Airport Advisory Board, the Eugene Clark Library Board, and the construction board of appeals. Section 2-210. Method of selection; number of members; terms. - The mayor and city councilmembers shall nominate individuals to serve on boards and commissions. Each nomination shall then be confirmed by a simple majority of the entire city council. - Except as provided herein, there shall be seven members appointed to each board or commission corresponding with the seven members or places of the city council. Each city councilmember, except as provided herein, shall nominate a qualified person to serve in a place on an appointed body corresponding to their place on the council. At-large councilmembers shall be designated as places 5 and 6, and the mayor's position as place 7, for the purpose of this section. Nominations shall be made to fill vacant positions and/or positions whose terms have expired within 90 days of the event, such as a resignation or an election. Should any city councilmember fail to name an appointee to one of his/her corresponding places on any body within the above described 90 days, another councilmember shall then have the privilege to nominate a person to fill that same position, as described in subsection (a). However, once that position becomes vacant again for any reason, the appointment shall revert to the place corresponding with the original city council seat/place number for nominations. - Beginning with the election in May, 1998, the council shall nominate and confirm four members to serve in places 1, 2, 5, 6 on each board and commission in accordance with subsections (a) and (b) above, and with the standards set in Ordinance Number 97-09, Governance Policies. With the election of May, 1999, the remaining three places shall be filled following the same procedure as above. - Terms of service on appointed bodies shall be the same three-year terms as the councilmember who nominates a person to serve. However, a person may be appointed to complete the unexpired term of a vacant position, due to a resignation, for example. - When a person has completed a term, or terms, of service and will be vacating a place, that person may continue to serve until a replacement is nominated and confirmed by the city council. - At the discretion of the majority of the city council, one Caldwell County resident who is also an owner of real property within any local historic district may be appointed as a full member to the historical preservation commission. - Exceptions to the above regulations shall be all volunteer/special purpose/ad hoc committees appointed from time to time by the city council and the zoning board of adjustments, whose members shall serve two-year terms in accordance with V.T.C.A., Local Government Code § 211.008. All other provisions of this section, and ordinance number 97-09 which do not conflict with the chapters establishing these bodies shall be applicable. Sec. 2-212. Removal and resignation of members. - All board, commission and committee members serve at the pleasure of the city council and may be removed from office with or without cause at the discretion of the city council. - Board, commission and committee members may resign from office at any time by filing a written resignation, dated and signed by the member, with the City Secretary. Such resignation shall take effect upon receipt by the City Secretary without further action by the city council. If the city council appoints a new member to replace the resigned member, the new member shall be appointed to serve out the remainder of the resigned member's term.

NOTES: PARKS MASTER PLAN STEERING COMMITTEE (Est. 09/05/2017)	Committee to have 8-10 members as follows: • Councilmembers • City staff • Two Parks Advisory Board members • Business owners • Civic Organization members Committee will assist Burditt Consultants to perform tasks outlined in the Parks Master Plan.
NOTES: AD-HOC COMMITTEE – ST. PAUL UNITED CHURCH OF CHRIST PROPERTY (Est. 09/05/2017)	Committee will consist of at least one appointment from Mayor and each Councilmember. The Committee will make recommendations to the Council about the use of the property at 728 S. Main.
NOTES: WAYFINDING SIGNAGE AND COMMUNITY BRANDING AD-HOC (Est. 01/02/2018)	Committee will assist City Planner/Development Services with wayfinding signage and community branding tasks. Committee will consist of up to five members appointed by the Council. NOTE: First Branding and Wayfinding Committee disbanded/dissolved on December 18, 2018. UPDATE: Second Branding and Wayfinding Committee appointed on March 5, 2019.

NOTES:
HOTEL
OCCUPANCY
TAX ADVISORY
BOARD
(Est. 12-3-
2019)

Sec. 54-127 MEMBERSHIP AND MEETING FREQUENCY

- a. The HOT Advisory Board should consist of five (5) members.
- b. Members shall consist of the following, the appointment of whom shall be confirmed by the City Council
 - i. A lodging facility representative;
 - ii. The City Manager or his/her designee;
 - iii. A former member of the City Council; and
 - iv. Two citizens nominated by Mayor.
- c. The HOT Advisory Board shall meet at least quarterly for allocation of funds and post-event reviews.
- d. Three Board members shall constitute a quorum.
- e. Each Board member shall serve a term of two years.
- f. Vacancies on the Board shall be filled by appointment by the City Council for the remainder of the existing term.

Sec. 54-128 PURPOSE AND RESPONSIBILITY

- a. The legislative functions of the city council shall in no way be delegated to the HOT Advisory Board. The HOT Advisory Board shall be considered a special purpose advisory committee.
- b. The purposes and responsibility of the HOT Advisory Board shall be:
 - i. To receive, review, and evaluate applications from organizations requesting HOT funds;
 - ii. To recommend allocation of HOT funds (as authorized by the Texas Tax Code, Chapter 351) to the City Council;
 - iii. To review the actual expenditures of HOT Funds;
 - iv. To offer suggestions for improvements or changes to the use or administration of HOT funds; and
 - v. To submit an annual report to the City Council that identifies approved expenditures by the City for the preceding year, reviews such approved expenditures in the context of compliance with state laws regarding the use of HOT funds, and evaluates the effectiveness of the approved HOT expenditures and the program.

Sec. 54-129 HOT FUND GRANT PROCESS AND POST-EVENT REPORTING

- a. Applications for funding will be considered at each meeting. Completed applications must be received ten (10) days prior to a meeting of the Board at which it will be reviewed.
- b. Applicants will be notified of the award of funds following approval by the City Council of the award, at which time one-half of approved funding will be awarded.
- c. The Board shall produce guidelines for approved applicants regarding a post-event report from each such applicant that demonstrates qualified expenditures
- d. A post-event report from each approved applicant is required in order for the applicant to receive final payment.

Sec. 54-130 HOT FUND GRANT PROCESS GUIDELINES.

In considering the grant of HOT Funds, the Board and City Council shall:

- i. Ensure that each funding requests for HOT revenues is for one or more statutorily defined purpose;
- ii. Establish and implement a policy of properly utilizing 100% of available HOT funds each year;
- iii. Consider whether funding should be based on a formula for pre-determined activities consistent with authorized uses (e.g. advertising, arts, signage, historical restoration/preservation);
- iv. Consider funding approaches that will allow for equitable funding
- v. opportunities for new as well as established events and activities; and
- vi. Consider eligibility criteria beyond the Tax Code requirements (e.g. limiting grants to 25% of the total event budget or disallowing/limiting use of HOT funds for events' programs that occur on a regular (e.g. monthly) basis.

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

PAGE 5

Updated: 11/1/2021

Councilmember	Board/Commission	Appointee	Date Appointed
Mayor – Lew White	Airport Board	John Hinnekamp	01/19/21
	Board of Adjustment	Mike Annas	01/19/21
	Construction Board	Raymond DeLeon	01/19/21
	Ec Dev. Corp. ½ Cent Sales Tax	Alan Fielder, Vice-Chair	01/19/21
	Electric Board	Joe Colley, Chair	01/19/21
	Historical Preservation	John Lairsen	01/19/21
	Library Board	Stephanie Riggins	01/19/21
	Parks and Recreation	Karla Tate	02/02/21
	Planning & Zoning	Ron Peterson	01/19/21
	ETJ Rep-Impact Fee Adv Comm	Larry Metzler	01/19/21
District 1 – Juan Mendoza	Airport Board	Larry Burrier	03/07/17
	Board of Adjustment	Lori Rangel	03/07/17
	Construction Board	Mike Votee	12/17/19
	Eco Dev. Corp, ½ Cent Sales Tax	VACANT- (Dyral Thomas removed Sept 2021)	
	Electric Board		
	Historical Preservation	Frank Gomillion	12/17/19
	Library Board	Christine Ohlendorf	06/02/20
	Parks and Recreation	Shirley Williams	12/17/19
	Planning & Zoning	Linda Thompson-Bennett	03/07/17
		Chris St. Leger	12/17/19 CM McGregor on behalf of Councilman Mendoza
District 2– David Bryant	Airport Board	Todd Blomerth	05/05/20
	Board of Adjustment	Shawn Martinez	03/17/21
	Construction Board	Oscar Torres	10/20/20
	Eco Dev. Corp. ½ Cent Sales Tax	David Bryant	09/21/21
	Electric Board	James Briceno	10/20/20
	Historical Preservation	Ron Faulstich	10/20/20
	Library Board	Quartermetra Hughes	10/20/20
	Parks and Recreation	Lonnie Jones	04/06/21
	Planning & Zoning	Manuel Oliva	10/20/20

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

PAGE 6

Updated: 11/1/2021

District 3 – Kara McGregor	Airport Board	Ray Chandler	02/06/18
	Board of Adjustment	Anne Clark, Vice-Chair	02/23/21
		Kirk Smith (Alternate)	12/05/17
	Construction Board	Jerry West, Vice-Chair	01/19/21
	Eco Dev. Corp. ½ Cent Sales Tax	Sally Daniel	01/05/21
	Electric Board	John Voigt	01/19/21
	Historical Preservation	Ronda Reagan	01/19/21
	Library Board	Jean Clark Fox, Chair	01/19/21
	Parks and Recreation	Warren Burnett	01/19/21
District 4 - Jeffry Michelson	Planning & Zoning	Philip McBride, Chair	01/19/21
	Airport Board	Mark Brown, Vice-Chair	03/07/17
	Board of Adjustment	Wayne Reeder	12/15/20
	Construction Board	Rick Winnett	12/05/17
	Eco Dev. Corp. ½ Cent Sales Tax	Doug Foster	11/17/20
	Electric Board	Ian Stowe	12/15/20
	Historical Preservation	Michel Royal	07/07/20
	Library Board	Donaly Brice	12/15/20
	Parks and Recreation	Russell Wheeler	12/15/20
Mayor Pro-Tem (At-Large) – Angie Gonzales-Sanchez	Planning & Zoning	Rick Arnic	12/15/20
	Airport Board	Andrew Reyes	01/07/20
	Board of Adjustment	Laura Cline, Chair	01/07/20
	Construction Board	Paul Martinez	01/07/20
	Eco Dev. Corp. ½ Cent Sales Tax	Alfredo Munoz	01/07/20
	Historical Preservation	Ray Ramsey	07/07/20
	Library Board	Jodi King	01/07/20
	Parks and Recreation	Lee Parra	08/17/21
	Planning & Zoning	Philip Ruiz, Vice-Chair	01/07/20

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

PAGE 7

Updated: 11/1/2021

At-Large - Brad Westmoreland	Airport Board	Jayson "Tex" Cordova	02/04/20
	Board of Adjustment	Severo Castillo	02/04/20
	Construction Board (Alternate)	Gary Shafer	02/04/20
	Eco Dev. Corp. ½ Cent Sales Tax	Frank Estrada	02/04/20
	Historical Preservation	Richard Thomson	02/04/20
	Library Board	Rebecca Lockhart	02/04/20
	Parks and Recreation	Dennis Placke	02/04/20
	Planning & Zoning	Brad Lingvai	02/04/20
	Charter Review Commission (Five member commission) Term – 24 months after appointment	Ray Sanders Bill Hernandez Roland Velvin Elizabeth Raxter Alan Fielder	03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Michelson 03/01/16 – Hilburn 03/15/16 – Hilburn
	Sign Review Committee (no longer meeting)	Gabe Medina Neto Madrigal Terry Black Kenneth Sneed Johnny Barron, Jr. Tim Clark	03/17/15 - Mayor Pro-Tem Sanchez 04/21/15 – Councilmember Mendoza 12/19/17– Councilmember McGregor 03/17/15 – Mayor White 03/17/15 – Councilmember Castillo 03/17/15– Councilmember Michelson
	Parks Master Plan Steering Committee (8-10 members)	Albert Villalapando Dennis Placke Nita McBride Rebecca Pulliam Bernie Rangel Derrick David Bryant Beverly Anderson Carl Ohlendorf Beverly Hill	09/05/17 – Parks Bd appointee 09/05/17 – Parks Bd appointee 12/05/17– McGregor 09/19/17– Michelson 09/19/17 – Castillo 09/19/17 - Sanchez 09/19/17 - Mendoza 09/19/17 – Westmoreland 09/19/17 – Mayor White

COUNCILMEMBER BOARD/COMMISSION APPOINTMENTS

PAGE 8

Updated: 11/1/2021

	Church Property Ad-hoc Committee (7 members)	Amelia Smith Jackie Westmoreland Todd Blomerth Andy Govea Terry Black Jane Brown Raymond DeLeon Dyral Thomas	09/05/17 – Westmoreland 09/05/17 – Westmoreland 09/05/17 – Mayor White 09/1917 – Sanchez 12/19/17 – McGregor 09/19/17 – Michelson 09/20/17 – Castillo 09/22/17 – Mendoza
	Wayfinding Signage and Community Branding Ad-Hoc Committee (5 members) THIS COMMITTEE WAS - RE-ESTABLISHED ON MARCH 5, 2019	Roy Watson Ronda Reagan Sally Daniel Rob Ortiz Bobby Herzog	03/05/19 03/05/19 03/05/19 03/05/19 03/05/19 Appointed by Mayor with consensus of Council
	HOT Advisory Bd	Ray Sanders Alfredo Munoz Archana “Archie” Gandhi Roxanne Rix Steve Lewis and Pam Larison Sally Daniel (Alternate) Janet Grigar (Alternate)	All members appointed by consensus of the Council on 12/03/2019



City of Lockhart

2020-2021 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On January 17 & 18, 2020 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, January 17, 2020 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then conducted a group brainstorm exercise called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2020-2021 goal and strategy development to recommend to the City Council the following day.

On Saturday, January 18, 2020, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- Holistic view of the City
- Understanding other departments better
- Council to continue to be open to new ideas
- As the city grows, facilities and staff must keep up
- Next comprehensive master plan
- Establish an IT 3-5-year plan to keep current
- Replace phone systems and phone equipment
- Discuss records storage
- What is there for teens and tweens to do?
- Need administrative assistance
- Public Information Officer – keep information on point, factual, and streamlining voice: sharing voice vs. many voices
- Law enforcement: recruitment and administrative assistance
- Stick to implementing plan
- Fire equipment replacement plan and funding
- Achieve “needs” so we can work on “wants” for the future
- Customer service needs additional staff – same staffing level as 1000 accounts ago
- Technology training needed in Library (provide for public)
- Additional Library storage needed
- Electric services study needed and replace needed items
- Salary and compensation study to begin soon – want council to support and fund the results of the study

City Council Expectations for the Day's Discussion Topics

- Improve work environment for staff
- Accomplish unfinished business from last strategic plan
- 142 & I-130 development
- Low-hanging fruit and larger longer-term goals
- Eliminate the red tape
- Look ahead to see what's next
- Balance citizen needs and staff needs
- Keep on track
- Prepare for quality growth
- Neighborhood beautification
- City Hall facilities
- Discuss hospital/after-hours clinic
- Hear staff recommendations

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Long-term street paving plan (paving/resurfacing)
- Electrical system study
- Formal grantsmanship program
- Records storage facility
- Digitize public works and utility records/maps
- Establish fee schedule for fire plan reviews and inspections
- Review development related fees
- Improve customer service at Police Department and Utilities Department by increasing administrative staff
- Start a Main Street Program
- New City facilities (abolish sewer smell)
- Consider a 4-day/10-hour work week option
- Annual review of facility maintenance, i.e. HVAC systems, etc.
- Make Parks Department into Parks and Recreation Department (start recreation program)
- Review and fund vehicle replacement fund
- Expand/improve airport facilities
- Figuring out how to generate more general fund revenues to pay for items on this “start” list

Stop

- Printing reports – use digital reports when we can
- The waste in Archives
- Excessive paperwork related to personnel (consider paper reduction techniques instead)
- Making new employees wait 6 months to take time off/sick days/etc (other cities do 3 months)
- Excessive engine idling of city vehicles
- Worrying about other departments and focus on making your own team better
- Picking up commercial recycling for free
- Hanging highway banners for free
- Circulating city council department head reports monthly (do quarterly instead)
- Workshop portion of council meetings unless needed (they run too long)
- Referencing the past as “we have always done it that way” (we can be more innovative)

Continue

- Effective communication with customers/website
- Planning for the future
- Maintaining hiring standards
- Improving community amenities finding external funding sources
- Succession planning and cross-training
- Staff meetings
- Learning new ways of doing things
- Employee longevity and retention efforts
- Good customer service
- Acknowledging staff accomplishments
- Great teamwork
- Parks improvements/parks master plan
- Efforts on wayfinding program
- Replacing aged power lines
- Planning and engineering for downtown paving and drainage improvements
- Providing utilities to areas of anticipated future growth and development
- Planning for future industrial parks
- Accreditation for Police and Fire Departments

Recommendations from Staff:

The following items were recommendations from staff to city council. Items that have a checkbox (R) had agreement of city council the following day. The one item with no checkbox was rolled to consideration for 2022.

- ☒ Create and adopt 5-7-year paving/resurfacing plan (roads and sidewalks)
- ☒ Lockhart Police Department to conduct Active Shooter training for all City staff and elected officials and review official safety procedures for council meetings
- ☒ Explore asking the county for grant writer assistance
- ☒ Establish fee schedule for fire plan reviews and inspections
- ☒ Considering increasing existing fees for applications and development fees
- ☒ Develop an Airport Business Plan
- ☒ Research options for additional records storage
- ☒ Transition staff department reports from monthly to quarterly
- ☒ Pursue agenda management process and software
- ☐ Streamline paper processes where possible/evaluate software options
 - Utility billing
 - Applications
 - Council, boards, commissions:
 - Packets
 - Minutes

Goal Development from City Council:

The following items were items identified by council to move forward on for 2020-2021:

- Establish a Hospital with an Emergency Room in town
- Sell church property
- Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing
- Create a Youth Advisory Board to explore options around youth programs/activities
- Adopt a TIF (tax increment financing) policy prior to project being submitted
- Implement downtown drainage improvements
- Develop fiber down 142, 183, and the Central Business District
- Traffic safety improvements: turn lanes and traffic lights
- Consider submitting a multi-year street bond program to voters
- Begin TXDOT safety projects
- Promote a Neighborhood Watch Program
- Promote beautification projects through teamwork
- Clean up trash/enforcement
- Enhance lower income districts/beautification efforts

Progress Reporting

The following icons are used to document progress of the following goals and strategies:

	= Completed
	= On Target or In Progress
	= Not on Target

Goal 1: Economic Development / Planning

Strategies	2019-2020 Progress	2020-2021 Progress
1. Continue to partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)	 Partner with Boy Scouts to develop Police Explorer Program. Fire personnel attend and participate in LISD career days.	
2. Better collaborate with downtown stakeholders and both Chambers of Commerce		
3. Complete updating our development ordinances	 Revised Engineering Standards – presented to Council January 2020. Subdivision Regulations to follow.	

4. Consider development tools to facilitate attraction / recruitment to SH 130 corridor	 IEDC business park development study completed. Future consideration by LEDC.	
5. Bring utilities, assist assembling parcels, rezoning tracts along SH 130/142 and become shovel-ready	 Mostly done. Site development will facilitate the remainder.	
6. Pursue prospects and developers and create a BRE (business retention and expansion) program	 Hiring a second Economic Development practitioner.	
7. Start investing in more property for growth	 IEDC study.	
8. Explore next industrial park	 IEDC study.	
9. HOT (Hotel Occupancy Tax) Funds – board to develop and adopt new process to collect payments from B&Bs	 HOT Advisory Board created. Board training and funding processes under review.	
10. Adopt and implement the Economic Development Strategic Plan (currently underway by Garner Economics) by Q4 2020	 LEDC Board hired Garner Economics January 2020	
11. Robust LEDC website	 Underway with EDsuite contract.	
12. Create resources via Lockhart EDC for proactive outreach to quality builders for additional housing	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
13. Adopt a TIF (tax increment financing) policy prior to project being submitted	<i>N/A Brand new/created in 2020</i>	
14. Develop fiber down 142, 183, and the Central Business District	<i>N/A Brand new/created in 2020</i>	

Goal #1 KPIs / Metrics:

- ☒ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ☐ Did we collaborate with downtown stakeholders and both Chambers of Commerce?
- ☐ Did we completely update our development ordinances?
- ☐ Did we brainstorm development tools for SH-130 development?
- ☐ Did we bring utilities and assemble parcels along SH-130?
- ☐ Did we develop shovel-ready development sites?
- ☐ Did we market those sites to prospective investors?
- ☐ Did we develop plans for our next industrial park?
- ☐ Did we revamp the way HOT funds are structured?
- ☐ Did we develop and implement an Economic Development Strategic Plan?
- ☐ Did the Lockhart EDC revamp their website to better attract investment?
- # of quality home builders the Lockhart EDC proactively reached out to in 2020-2021? _____
- ☐ Did we adopt a new TIF policy?

of miles of new fiber optics laid in Lockhart in 2020-2021? _____

Goal 2: Quality of Life / Quality of Facilities

Strategies	2019-2020 Progress	2020-2021 Progress
1. Invest money to improve the appearance of our town (streets, parks, entry signs)	 Doubled street resurfacing funds in FY 20; Parks Master Plan projects.	
2. Conduct and implement a Space Study of City Buildings and facilities including City Hall	 Budget established for FY 20 Space Study. RFP under development.	
3. Improve the image of City facilities as needed and conduct cosmetic improvements in the meantime	 See No. 2 above.	
4. Update, renovate, and construct City facilities as needed, based on the space study. Realize that remodel of Central Fire Station is likely next.	 Electrical panel upgrade at the Water Treatment Plant; Budget established for FY 20 Space Study; Fire Station No. 2 completed.	
5. Implement the Parks Master Plan, improving the quality of life for the community. What is in Phase 2: splash pad, restroom renovations, dog park, picnic shelter upgrades, and tree planting initiatives	 Multiple Phase I projects underway.	
6. Conduct a citywide quality of life citizen survey and ask council to fund.	 Allocate funds in FY 20-21; assign project to PIO.	
7. Establish a Hospital with an Emergency Room in town	<i>N/A Brand new/created in 2020</i>	
8. Sell church property	<i>N/A Brand new/created in 2020</i>	
9. Create a Youth Advisory Board to explore options around youth programs/activities	<i>N/A Brand new/created in 2020</i>	
10. Implement downtown drainage improvements	<i>N/A Brand new/created in 2020</i>	

Strategies	2019-2020 Progress	2020-2021 Progress
11. Consider submitting a multi-year street bond program to voters	<i>N/A Brand new/created in 2020</i>	
12. Promote beautification projects through teamwork	<i>N/A Brand new/created in 2020</i>	
13. Clean up trash/enforcement citywide	<i>N/A Brand new/created in 2020</i>	
14. Enhance lower income districts with beautification efforts	<i>N/A Brand new/created in 2020</i>	

Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019? \$ _____

\$ amount invested in parks in 2019? \$ _____

\$ amount invested in gateway entry signs in 2019? \$ _____

\$ amount invested in streets in 2020? \$ _____

\$ amount invested in parks in 2020? \$ _____

\$ amount invested in gateway entry signs in 2020? \$ _____

Which facilities did we improve the image of? _____

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

of City-owned buildings we renovated or retrofitted? _____

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

☐ Did we court hospital providers?

☐ Did we sell the church property?

☐ Did we create a Youth Advisory Board?

☐ Did we implement downtown drainage improvements?

☐ Did we fully investigate issuing a street bond?

☐ Did we fully enforce trash clean up around town?

☐ Did we specifically target lower income neighborhoods for new beautification projects?

Goal 3: Staffing / Personnel

Strategies	2019-2020 Progress	2020-2021 Progress
1. Consider hiring additional personnel (engineer, IT, etc.)	 In FY 20, staffing levels were increased by 2 full-time and 1 part-time positions.	
2. Conduct a staffing study that includes evaluating efficiencies and compensation	 Classification and Compensation Study underway.	
3. Right size staffing levels city-wide based on study results	 No funding was allocated for such a study; discuss need/timing of study during FY 20-21 budget process.	
4. Consider starting salaries that compete with surrounding communities	 Classification and Compensation Study underway.	
5. Be consistent with staff development / policies / purchasing procedures	 Comprehensive Purchasing Policy under development (anticipated to be complete 1 st quarter of 2020). Revision of City Personnel Policy underway.	
6. Implement a staff development program (be consistent)	 House Bill 3834 mandated cybersecurity training for all employees with computer access and elected officials – cybersecurity training program underway.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Start developing / preparing current staff to take on leadership roles within the organization in the future. Work on succession planning: add Fire, add Electric, add Streets, and add Animal Control.	 Emphasis on leadership training for police personnel, cross training of job duties underway in Finance Department.	
8. Recruit and attract more bi-lingual staff	 No funding was allocated to recruit bi-lingual staff; explore possible options during FY 20-21 budget process and the classification and compensation study.	
9. Customer service / experience excellence training for the Utility and Planning Development teams	 Training budgeted item in FY 20 for Utility Customer Services staff.	

Goal #3 KPIs / Metrics:

of new positions in 2019? _____

☐ # of new positions in 2020 and 2021? _____☐ Did we perform a staffing efficiency/compensation study?☐ Did we right-size our salaries based on that study by the end of 2020?☐ Did we develop new consistent policies and procedures regarding professional development of staff?☐ Did we develop new consistent policies and procedures regarding purchasing/procurement?☐ Did we create and implement a new staff development program to ensure everyone has training opportunities?☐ Did we begin grooming current staff for future leadership roles?☐ How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 through 2021 who are bilingual? _____

☐ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT Management and Services

Strategies	2019-2020 Progress	2020-2021 Progress
1. Improve technology / create specific strategies to have better IT support based on Assessment results	 New outside IT management team hired; Strategic plan for current and emerging issues (cyber) near completion.	
2. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals. \$100K will pay for equipment, \$20K is licensing agreement costs.	 City-wide replacement of desktops with current operating systems complete; new servers in current fiscal year.	
3. Create a 5-year rolling IT equipment replacement plan	 See above notes 1 and 2.	
4. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website.) Purchase next modules: INCODE	 New PIO hired. Increased social media updates. INCODE permits and inspections software module implemented to track permit and inspections progress; online access to permit applications and tracking underway.	
5. Upgrade the server system	 Desktop operating systems upgrade 100% complete. Server upgrades in progress.	
6. Streamline technology hardware, software processes within the City, based on Assessment recommendations	 Ongoing and FY 20-21.	

Strategies	2019-2020 Progress	2020-2021 Progress
7. Upgrade all equipment and software and be trained on specific software to be used to maximum potential and determine which staff will require which trainings.	 Current year 2020 departmental goal.	
8. Explore implementing downtown Wi-Fi	 To be addressed in 2020 or 2021. Explore options with the Downtown Business Association and both Chambers of Commerce.	

Goal #4 KPIs / Metrics:

- ☐ Did we secure top quality technology support across all departments by the end of 2020?
- ☐ Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- ☐ Did we upgrade our servers?
- ☐ Did we upgrade our computer software, subscriptions, and licenses?
- ☐ Did we upgrade our peripherals?
- ☐ Did we upgrade our other technology equipment?
- ☐ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ☐ Did we upgrade our City server system?
- ☐ Did we streamline our City technology processes?
- ☐ Did we secure training for staff to use all new equipment properly and efficiently?
- ☐ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies	2019-2020 Progress	2020-2021 Progress
1. Provide quality public safety to all citizens of Lockhart		
a. Develop a specific Retention Strategy first	 City-wide classification and compensation study underway. Fire: Council approved 7% salary adjustment in FY 19-20. Police: all officers to attend leadership training, host ceremonial recognition events, retention strategy under development.	
b. Continue to implement hiring strategies we developed such as Fire and Police.	 Fire: Use of recruitment video; developing recruitment flyer for use with LISD and the public; career day with Lockhart High School students; Fire Chief to serve on LISD Career and Technical Education Advisory Committee. Police: In 2019, Lockhart Police Officers visited with police cadets attending the AACOG Academy and made presentations to 2 classes of prospective candidates. In 1 st quarter of 2020, LPD will make presentations to the CAPCOG Academy currently in progress.	

Strategies	2019-2020 Progress	2020-2021 Progress
c. Long-term public safety facility planning for Station #1.	 Completed Fire Station No. 2. Analysis and cost estimate to remodel and upgrade Fire Station No. 1 underway.	
d. Develop an equipment replacement schedule. Seek funding for existing equipment (fire apparatus and patrol cars) replacements.	 Developed an ambulance replacement schedule with Caldwell County and Seton. Upgrades to two-way radios (portables and mobiles) underway.	
e. Continue to ensure use of best practices / standards (research best practices, then implement)	 Fire: Fire Department is preparing an emergency management tabletop exercise for City staff. Police: Upgraded Police Officer body-worn cameras to 3 rd generation models.	
f. Evaluate Accreditation opportunities	 Fire: Reviewing the Texas Fire Chief's Association (TFCA) accreditation process before formal enrollment. Police: Currently reviewing the 166 Texas Law Enforcement Best Practices. Will submit for recognition in the 3 rd quarter of 2020.	

Strategies	2019-2020 Progress	2020-2021 Progress
g. Traffic safety improvements: turn lanes and traffic lights	<i>N/A Brand new/created in 2020</i>	
h. Begin TXDOT safety projects	<i>N/A Brand new/created in 2020</i>	
i. Promote a Neighborhood Watch Program	<i>N/A Brand new/created in 2020</i>	

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019? _____

of new law enforcement officers hired in 2020? _____

of new law enforcement officers hired in 2021? _____

% law enforcement officers retained? _____ %

of new firefighters hired in 2019? _____

of new firefighters hired in 2020? _____

of new firefighters hired in 2021? _____

% firefighters retained? _____ %

☐ Did we develop a long-term public safety facilities plan?☐ Did we develop a public safety equipment replacement schedule?☐ Did we implement that new replacement schedule?☐ Did we research and record best practices across the country regarding public safety policy?☐ Did we make any modifications to our public safety policies based on that research?☐ Did we explore and evaluate Accreditation opportunities?☐ Did we implement new turn lane and traffic light improvements in 2020-2021?☐ Did we begin the TXDOT safety projects?☐ Did we proactively promote a Neighborhood Watch Program for Lockhart?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The city council and management team agreed to use this document regularly throughout 2020 and 2021 to track progress and measure accomplishments.



City of Lockhart

2019-2020 Strategic Priorities

Prepared by:



City of Lockhart

Summary

On February 1 & 2, 2019 the City of Lockhart hosted two half-day planning sessions to develop goals and strategies for the next 2 years. Some of these goal areas were internal, whereas others were external. The following is the process used to reach the conclusions for the plan.

The process began with a preliminary phone meeting between the facilitator and Steve Lewis, City Manager, to go over key issues facing the City, understand the programs and projects underway through the community, and to prepare the agenda and format for the planning retreat.

The first portion of the strategic planning process began on Friday, February 1, 2019 with the City Manager and the City of Lockhart Management Team. The facilitator began by asking the Management Team participants what their expectations for discussion for the day were. She then took the team through a SWOT (Strengths, Weaknesses, Opportunities, & Threats) Analysis. The next group exercise was a brainstorm called Start/Stop/Continue that lists the things that need to begin happening, stop happening, and are mission-critical and must continue regardless of circumstances.

The facilitator then guided the Management Team through 2019-2020 goal and strategy development to recommend to the City Council the following day.

On Saturday, February 2, 2019, the City Council and City Manager convened to review, revise, and establish priorities related to the recommendations generated the day before by the Management Team. Prior to the review, the facilitator asked the City Council to list their expectations for discussion for the day.

The following are the results.

Management Team Expectations for the Day's Discussion Topics

- That City Council will take what we say seriously
- Consider all staff in decisions
- Hear each other's goals
- Live by the plans we create / develop
- That Council develop goals / priorities based on sound data / research
- Focus
- Consider quality of life as over-arching goal
- Discuss business attraction vs. recruitment
- Being prepared for growth
- Facilities improvements
- Facilities maintenance
- How do we give back to those who need extra help?
- Smart land use practices
- Discuss Tourists/Tourism – what is there for kids to do while in town visiting family?

City Council Expectations for the Day's Discussion Topics

- Capitalize on Tourism
- Discuss Wi-Fi
- Capitalize on BBQ Capital of Texas
- Cleaning up of unsightly properties (residential)
- Work in unity today
- Serve our community
- Focus
- To discuss Economic Development targeting technology jobs
- Industrial Park is full – now what?
- Cleaning up of City properties / facilities
- Actually implement our goals
- Discuss the direction of Economic Development
- Think bigger / think change / embrace change
- Develop our identity
- Attractive gateway signage
- Employee wages
- Technology infrastructure

SWOT Analysis

The facilitator guided the participants through an analysis of their current Strengths, the current Weaknesses or Challenges they are facing, Opportunities that may come their way in the future, and Threats that are possible to occur in the future. Note that there are no right or wrong answers here and no implication of likelihood. This is simply a brainstorm of the opinions of the participants to get them thinking about goals in the next portion. The Management Team listed their responses first, then the City Council added additional items the following day.

Strengths

- Historic district
- County seat
- BBQ Capital of Texas
- Location to highways
- Tourism
- Small town (family-oriented)
- Growing – room for more
- Desire to manage growth
- Good development process
- Proximity to Austin
- Comparable housing prices
- Existing capacity of utilities
- Easy mobility
- Economic Development Sales tax
- Clark Library
- Baker Theatre
- Ease of developing land (flat)
- Employees who experience long tenure
- Volunteers
- CTR (Chisholm Trail Roundup) & other local events
- Community support
- Recognizable court house
- Movies / film production (TFC)
- Long-term water planning
- High-level financial planning
- Competitive building / development fees
- “Real” city with well-managed growth
- New energy
- Proximity to large cities / airport
- New residents – new ideas – changing priorities
- Diversity
- First Friday Downtown Event

Weaknesses / Challenges

- Incentives – Economic Development lack of use
- Technology – aging equipment and software
- Infrastructure
- Facilities – condition / maintenance
- Competitive salaries within region
- Training opportunities
 - Professional development
 - Budget
- Closed minds – have always done it this way
- Tourism
- Managing growth
- Need for succession planning
- Public perception influencing job applicant pool
- Weak tax base
- Limited in-town post-secondary educational opportunities
- Lack of retail
- Lack of entertainment (kids)
- Limited grocery options
- City-owned property
- College
- Venue / convention center
- Lack of hotels
- Entryways to community
- Not using TIF financing
- Emerging downtown organization
- How to effectively support increasing, ever-growing number of festivals
 - Create packages for vendors and festivals
- No city recreation programs
- In-kind services
- Very limited public transportation services
- Outdated web information
- Poor communication with citizens

Opportunities

- Expand airport (hangars)
 - Install AWOS (Automated Weather Observing System)
- Improve working conditions of employees
- Proximity to Austin
- Implement first phase of parks master plan
- SH-130 has great properties but not city-owned property
- Undeveloped lots on Square and north / northwest of Square
- Long-tenured elected leadership
- Increase community involvement
- To develop positive relationship with County, School, and organizations
- Quality economic growth
- Franchise recreational or entertainment venues (theaters, bowling, outlets, concerts, water parks)
- Community college campus
- Increased communication needed with ISD for school planning, infrastructure, etc.
- Expand walking / biking opportunities for exercise and community involvement
- Lockhart Springs (natural spring)
- Lockhart State Park transfer to City
- Potential residential development around golf course
- Development within historic district
- School district growth
- Housing growth
- Business growth
- St. Paul Church and other redevelopment opportunities
- Hospital / medical facilities
- Public bathrooms downtown
- Develop Industrial Park
- More involvement with San Marcos Greater Partnership
- Partnership with Austin Chamber
- EDC \$ will go further today than in 2 years (spec buildings, parking)

Threats

- Economic recession
- Voter turnout
- Government shutdown
- Citizen input
- Natural disaster
- Leadership in government
- Lack of economic development direction
- Competition from other cities
- Lack of resources
- Building maintenance
- Technology – cyber security
- Surging population
- Infrastructure improvement
- Maintaining reputation
- Planning without follow through
- Lack of educated workforce – skilled labor
- Crime
- Lack of workforce – people
- Retention and hiring
- Youth retention
- School quality
- Lack of industry
- Lack of racial unity
- Micro-managing
- Other utilities providers
- Homeless services – transportation
- Types of future growth

Start/Stop/Continue

The facilitator guided the Management Team through an exercise that challenged them to brainstorm things that the City really needed to begin doing, what they should stop doing that could be a waste of resources, and what must they continue doing, regardless of circumstances. Below are their responses. Note that there are no right or wrong items; these are merely individuals' opinions about the things that should and shouldn't change in Lockhart. Just because one person has a certain opinion on a topic, that does not imply anyone else shared that opinion.

Start

- Space allocation study
- Renovate City buildings – construct
- Downtown bathrooms
- Improve salaries – salary survey
- Staff development program / policies / procedures
- Consistency in purchasing
 - Revamp purchasing policy
- Replacing capital equipment / vehicles – vehicle fund
- Mandatory single stream recycling
- IT department, in-house City Engineer
- New technology in terms of equipment, network, server, software
- Re-assess who is in charge of downtown redevelopment
 - Name which entity (or entities) funds downtown redevelopment initiatives
 - Name which entity (or entities) manages downtown redevelopment initiatives
- 2020 Comprehensive Master Plan Update that includes a future land use plan and map

Stop

- In-house utility billing (consider outsourcing)
- Outsourcing IT (consider bringing in-house)
- Repetitive useless paperwork (paperwork/policies must be updated and streamlined)
- Increasing overtime in fire and police (hire more to fix this issue)
- Using outdated equipment
- Hand -picking collections of recycled goods (business pick up)
- Laying asphalt driveway approaches for “free”
- Demolition of condemned houses – stop doing in-house (needs to be outsourced)

Continue

- Meeting with County, City, School, Chamber, EDC
- Implementing 2020 Plan and Updates
- Attracting businesses – growth
- Providing superior service
- Redeveloping Downtown
- Implement Parks Master Plan
- Being a great place to work
- Public investments along SH-130
- Supporting festivals / movie projects
- Financial planning
- Embracing tourism

Goal 1: Economic Development / Planning

Strategies
1. Partner with LISD and local youth organizations to encourage careers in local emergency services (Fire and Police)
2. Reassess who is in charge of managing and funding downtown development and tourism
3. Attract a post-secondary education campus / facility
4. Complete updating our development ordinances
5. Consider development tools to facilitate attraction / recruitment to SH 130 corridor
6. Bring utilities, assist assembling parcels, rezoning tracts along SH 130
a) Shovel ready
b) Pursue prospects
7. Start investing in more property for growth
8. Explore next industrial park
9. HOT (Hotel Occupancy Tax) Funds – revamp structure
10. Economic Development Strategic Plan
11. Robust LEDC website

Goal #1 KPIs / Metrics:

- ☐ Did we partner with LISD & other youth organizations to encourage emergency services careers?
- ☐ Did we reassess downtown development and tourism initiatives and who leads each?
- ☐ Did we initiate efforts to attract a post-secondary educational institution or facility to Lockhart?
- ☐ Did we completely update our development ordinances?
- ☐ Did we brainstorm development tools for SH-130 development?
- ☐ Did we bring utilities and assemble parcels along SH-130?
- ☐ Did we develop shovel-ready development sites?
- ☐ Did we market those sites to prospective investors?
- ☐ Did we develop plans for our next industrial park?
- ☐ Did we revamp the way HOT funds are structured?
- ☐ Did we develop and implement an Economic Development Strategic Plan?
- ☐ Did the Lockhart EDC revamp their website to better attract investment?

Goal 2: Quality of Life / Quality of Facilities

Strategies
1. Invest money to improve the appearance of our town (streets, parks, entry signs)
2. Conduct a Space Study of City Buildings and facilities including City Hall
3. Improve the image of City facilities as needed
4. Update, renovate, and construct City facilities as needed
5. Implement the Parks Master Plan, improving the quality of life for community
6. Conduct a citywide quality of life citizen survey

Goal #2 KPIs / Metrics:

\$ amount invested in streets in 2019 and 2020? \$ _____

\$ amount invested in parks in 2019 and 2020? \$ _____

\$ amount invested in gateway entry signs in 2019 and 2020? \$ _____

of City facilities we improved the appearance of? _____

☐ Which facilities did we improve the image of?

☐ Did we implement elements of the Parks Master Plan?

☐ Did we secure quotes on a Space Study of City buildings including City Hall?

☐ How many City-owned buildings did we renovate or retrofit?

☐ Did we conduct a citywide quality of life citizen survey?

☐ Did we address levels of service based on the citizen responses we received?

☐ Did we address levels of satisfaction based on the citizen responses we received?

☐ Did we address areas for improvement based on the citizen responses we received?

Goal 3: Staffing / Personnel

Strategies
1. Consider hiring additional personnel (engineer, IT, etc.)
2. Conduct a staffing study that includes evaluating efficiencies and compensations
3. Right size staffing levels city-wide based on study results
3. Consider starting salaries that compete with surrounding communities
4. Be consistent with staff development / policies / purchasing procedures
5. Implement a staff development program (be consistent)
6. Start developing / preparing current staff to take on leadership roles within the organization in the future
7. Bi-lingual staff
8. Customer service / experience excellence training

Goal #3 KPIs / Metrics:

of new positions in 2019 and 2020? _____

- ☐ Did we perform a staffing efficiency/compensation study?
- ☐ Did we right-size our salaries based on that study by the end of 2020?
- ☐ Did we develop new consistent policies and procedures regarding professional development of staff?
- ☐ Did we develop new consistent policies and procedures regarding purchasing/procurement?
- ☐ Did we create and implement a new staff development program to ensure everyone has training opportunities?
- ☐ Did we begin grooming current staff for future leadership roles?
- ☐ How many staff do we have on a leadership track by the end of 2020?

of new employees added in 2019 and 2020 who are bilingual? _____

- ☐ Did we deliver Customer Experience Excellence training to every City employee?

Goal 4: Procedures / IT / Software and Hardware

Strategies
1. Conduct a Technology Assessment that yields specific recommendations
2. Improve technology / create specific strategies to have better IT support based on Assessment results
3. Upgrade all technology-related issues as recommended – desktops, servers, software, equipment, and peripherals
4. Start replacing old equipment
5. Provide superior service by keeping technology up to date and being able to communicate with the public (keep an open line of communication through website)
6. Carefully weigh all the pros and cons of considering bringing IT in-house
7. Upgrade the operating system
8. Streamline technology hardware, software processes within the City, based on Assessment recommendations
9. Upgrade all equipment and software and be trained on specific software to be used to maximum potential
10. Explore implementing downtown Wi-Fi

Goal #4 KPIs / Metrics:

- ☐ Did we conduct a Technology Assessment?
- ☐ Did we secure top quality technology support across all departments by the end of 2020?
- ☐ Did we upgrade our desktop computers?
- % of employees who received upgraded computers by the end of 2020 (from 2018 numbers)? _____
- ☐ Did we upgrade our servers?
- ☐ Did we upgrade our computer software, subscriptions, and licenses?
- ☐ Did we upgrade our peripherals?
- ☐ Did we upgrade our other technology equipment?
- ☐ Did we establish an IT policy for updates and replacements that will keep us up-to-date from now through the future?
- ☐ Did we carefully weigh all the pros and cons of keeping IT outsourced vs. bringing it in-house?
- ☐ Did we upgrade our City operating system?
- ☐ Did we streamline our City technology processes?
- ☐ Did we secure training for staff to use all new equipment properly and efficiently?
- ☐ Did we investigate implementing WiFi throughout Downtown Lockhart?

Goal 5: Public Safety

Strategies
1. Provide quality public safety to all citizens of Lockhart
a) Develop a specific Retention Strategy first
b) Develop a specific Hiring Strategy
c) Long-term public safety facility planning
d) Develop an equipment replacement schedule
e) Ensure use of best practices / standards (research best practices, then implement)
f) Evaluate Accreditation opportunities

Goal #5 KPIs / Metrics:

of new law enforcement officers hired in 2019?

of new law enforcement officers hired in 2020?

% law enforcement officers retained?

of new firefighters hired in 2019?

of new firefighters hired in 2020?

% firefighters retained?

☐ Did we develop a long-term public safety facilities plan?

☐ Did we develop a public safety equipment replacement schedule?

☐ Did we implement that new replacement schedule?

☐ Did we research and record best practices across the country regarding public safety policy?

☐ Did we make any modifications to our public safety policies based on that research?

☐ Did we explore and evaluate Accreditation opportunities?

Conclusion

At the end of the planning retreat, the facilitator reminded all the participants that these goals would only be achieved if they held true to their commitments today to implement these specific strategies and tactics.

She reminded them that they are one team working toward one vision. The participants agreed to use this document regularly throughout 2019 and 2020 to track progress and measure accomplishments.

CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
CASTILLO	1	Infrastructure Improvements: streets
GONZALES-SANCHEZ	1	Hire A City Manager
MCGREGOR	1	Economic development, creating and retaining jobs, grocery campaign.
MENDOZA	1	Pay Raise City Employees.
MICHELSON	1	Public relations position/ get the word out about Lockhart (promoting)
WESTMORELAND	1	Infrastructure Improvements: streets
WHITE	1	Economic development, creating and retaining jobs, grocery campaign.
CASTILLO	2	Economic development, creating and retaining jobs, grocery campaign.
GONZALES-SANCHEZ	2	All Department Heads to Budget Salary Increases for all City Employees.
MCGREGOR	2	Work with LISD to establish a community recreation center at the Adams Gym, per under Parks
MENDOZA	2	Economic development, creating and retaining jobs, grocery campaign.
MICHELSON	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,))
WESTMORELAND	2	Signage in Lockhart (highway, downtown, and toll) / Wayfinding, branding,,,))
WHITE	2	Public relations position
CASTILLO	3	Continued police community committee involvement, neighborhood watch, gang awareness
GONZALES-SANCHEZ	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods
MCGREGOR	3	Prepare Fire Station #3 (so we can have existing station remodeled)
MENDOZA	3	Continued police community committee involvement, neighborhood watch, gang awareness
MICHELSON	3	Prepare Fire Station #3 (so we can have existing station remodeled)
WESTMORELAND	3	More enforcement of codes directed at unsightly properties
WHITE	3	Wayfinding, branding, develop new entry sign and city markers
CASTILLO	4	City Facilities: Maintenance and repairs Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.
GONZALES-SANCHEZ	4	Public relations position work with social media/ get the word out about Lockhart
MCGREGOR	4	City Facilities: Maintenance and repairs
MENDOZA	4	City Facilities: Maintenance and repairs

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CITY COUNCIL FY 18-19 GOALS (FINAL COMBINED)

PRIORITY ORDER

COUNCILMEMBER	PRIORITY	FY 18-19 GOALS
MICHELSON	4	Refurbish City Hall inside (making it more inviting)
WESTMORELAND	4	Move forward with St Paul property project
WHITE	4	Park improvements- consider medium to long range plan for Town Branch development
CASTILLO	5	Affordable housing
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material.
GONZALES-SANCHEZ	5	
MCGREGOR	5	Free public wifi on the square
MENDOZA	5	Parks improvements
MICHELSON	5	Continued police community committee involvement, neighborhood watch, gang awareness
WESTMORELAND	5	Angled parking downtown: N Main and N Commerce Sts(change during downtown drainage project)
WHITE	5	Continued police community committee involvement, neighborhood watch, gang awareness
CASTILLO	6	Wellness for employees

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CITY COUNCIL FY 18-19 GOALS

Category Order and Comments by City Manager

Council agreed at February 13 meeting that each Councilmember will submit at least 5 category goals in priority order to the City Manager to be considered by Council at first meeting in March, 2018

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Improve communication between City and Chamber of Commerce	In-House	Chamber
		City Facilities	GF	City Bldgs
		Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs
		Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs
		Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager
		More code enforcement of codes directed at unsightly properties	In-House	Code Enforc
		Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc
		Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accomodate the number of people for the above events that have been mentioned.	GF	Convention Center
		Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown
		Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl
		Economic Development	GF	Econo Devl
		Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl
		Economic Development: Recruit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the speciality shops and boutiques in or around the sqare.	GF	Econo Devl
		Pay raise across the board	GF	Employees
		All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees
		Wellness for employees	GF	Employees
		Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off altenating system, especailly during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees
		Subdivision developemnt to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing
		Infrastructure	GF	Infrastructure
		Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure
		Improve Streets (repairs)	In-House	Infrastructure

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure
		Angled parking for N Main and N Commerce Streets (change during downtown project)	In-House	Parking Downtown
		Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown
		Continue to work on City Park improvements	Gen Fund	Parks
		Revive all City parks	Grants	Parks
		Work with USD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks
		Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks
		Park improvements - consider medium to long range Town branch development	GF	Parks
		Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks
		Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks
		Start Planning for 2040 plan	GF	Planning
		Police	GF	Police
		Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police
		Work with Police Department to bring back drug enforcement program	Gen Fund	Police
		Get back to Neighborhood Townhall Meetings	GF	Police
		Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot of additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police
		High School cadet programs for police, fire, EMS	GF	Police/Fire
		Public relations position to deal with social media	GF	Public Relations
		Get the word out about Lockhart (promoting, hiring a Public Relations person)	Gen Fund	Public Relations
		Sidewalk repair and expansion	GF	Sidewalks
		Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage
		Wayfinding, branding - develop new entry sign and city property markers	GF	Signage
		Move Forward with St Paul property project	In-House	St Paul Gift
		Develop an oral history project to support a future "Walking Tour" app for Lockhart (ECONOMIC DEV/DOWNTOWN)	General Fund/Fundraising	Tourism
		More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism
		Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY
		FINAL LIST BY COUNCIL PRIORITIZED BY CATEGORY: SUBMIT TO CITY MGR BY MARCH 1 PLEASE		
		Access to Municipal Court for Utility Payments	In-House	Utility Customers
		Free public wifi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wifi
		Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
BW	7	Improve communication between City and Chamber of Commerce	In-House	Chamber	City Staff works together with Chambers on all their events by being a co-sponsor with many in-kind services. Robert Tobias attends their meetings and periodically makes presentations about Economic Development issues.
JC	4	City Facilities	GF	City Bldgs	Budget for roofs and major repairs
JEFF M	5	Refurbish City Hall inside (making it more inviting)	Gen Fund	City Bldgs	Working on it; repairs to ceiling in progress, restrooms to be refurbished and replace signage with more informative directions.
JEFF M	7	Prepare Fire Station 3 (so we can have main station remodeled)	Gen Fund	City Bldgs	New plans will be prepared working with new Chief who has different ideas than the previous Chief
AGS	1	Hire A City Manager. Hire a City Manager that is Well Rounded and Experienced and Will Help our City to Continue to Grow for the right and positive reasons. To hire a City Manager that will allow our Department Heads to Grow and Improve Our Departments with their recommended suggestions not only from our department heads but from our employees. Working Smarter not Harder.	GF	City Manager	I concur. The current City Mgr has rode back of garbage trucks, climbed electrical poles, worked water/sewer/asphalt/concrete projects, and has been a utility collections clerk, and during these experiences learned the value of suggestions for change that comes from employees in such positions. All department heads/supervisors are encouraged to listen to employees who have constructive ideas that would benefit in performing assigned tasks. City Mgr has also learned there are employees who keep there hands in their pockets and talk while everyone else is working and these are the same ones who are often found to be dishonest in their paperwork, sleep on the job, and have a poor attendance record.
BW	1	More code enforcement of codes directed at unsightly properties	In-House	Code Enforc	Will continue to address as complaints come in and as found during investigation outings.
LW	8	Continue demo of unsafe structures and pursue liens aggressively	GF	Code Enforc	Will continue to address and City Attorney exploring process to recover demolition costs
AGS	11	Convention Center. Our city is growing and there are too many events, programs and conferences that are going to other surrounding areas to have these events and those surrounding area businesses are benefitting and money is being spent in those areas instead on money being spent in our city. Granted, we do have meeting facilities in our city but these meeting facilities do not accommodate the number of people for the above events that have been mentioned.	GF	Convention Center	HOT funds and/or Bond Issue. Maintenance funds will be a minimum of \$150,000 annually not including director's salary, utilities, and insurance.
LW	9	Downtown improvements-lighting, pedestrian safety, south plaza idea? Sculpture? Sidewalk mosaics?	GF	Downtown	CAPCOG/CO project will address
LW	1	Economic development, creating and retaining jobs, grocery campaign	general fund, LEDC	Econo Devl	Robert Tobias working with several companies now
JC	2	Economic Development	GF	Econo Devl	See above

8:56 AMU:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
JEFF M	3	Expand economic development (by helping to spread the word & being more involved)	Gen Fund	Econo Devl	Robert Tobias is involved with the San Marcos Partnership, local chambers, and with downtown businesses on a regular basis. Leads from the Governor's office and the Austin Chamber are also pursued as applicable.
AGS	4	Economic Development: Recruit more businesses especially retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and specialty shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city. Art Galleries and Music Venues have increased within our downtown area and though many not appreciate these type of business and or venues, it is good for our downtown and its livelihood. Let's work on getting more of the specialty shops and boutiques in or around the square.	GF	Econo Devl	The problem is that many of the property owners downtown do not have the funds to customize their buildings to support specialty shops which most the time are not willing to spend money on a building. Rob Tobias is exploring ways to address this issue.
JUAN M	1	Pay raise across the board	GF	Employees	Estimated Costs Including Benefits: For each 1% for non-civil service= \$52,000 For each 1% for civil service = \$28,000
AGS	2	All Department Heads to Budget Salary Increases for all City Employees.	GF	Employees	See above
JC	5	Wellness for employees	GF	Employees	City provides good health insurance (\$586 per month each) with wellness plans for employees; many Cities have stopped this benefit and only provide a stipend for insurance.
AGS	9	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especially during the holidays. I did appreciate that the city employees were allowed to stay home during our icy, sleet and snow days. The safety of our employees is very important.	GF	Employees	City employees with vacation leave and holiday time are off 23 days a year with pay which is more than a month of work days. The only holidays not given that we found are Columbus Day and Texas Independence Day. Employee safety is very important, however, some employees must come in to make conditions safe for residents and to respond to emergency conditions and that responsibility belongs to each department head who determines based on staff levels and skills time off during holiday times.
AGS	6	Subdivision development to attract more businesses to Lockhart. Increase the number of homes, apartments, housing. Our city is growing with new citizens wanting to make Lockhart their home but due to the number of housing available, they wait and or possibly lose interest.	GF	Housing	6 housing projects in place at different phases. City Manager recommended incentives to builders three years ago which Council approved and during the time it was in place it produced more housing. As a result, more engineering of subdivisions has begun.
JC	1	Infrastructure	GF	Infrastructure	\$400,000 or more yearly needed for streets
LW	2	Infrastructure improvement- uncurbed streets, street rehab	GF	Infrastructure	See above. It will take a major bond issue to address all streets that do not have curbs.
BW	3	Improve Streets (repairs)	In-House	Infrastructure	See above.

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	3	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	GF	Infrastructure	For streets please see above. Brighter lighting is always a challenge in a city with so many trees. Lockhart still must comply with Senate Bill 5 which regulates power usage. Several cities have passed an ordinance that does not allow for the planting of trees within 15' of the right of way to improve lighting of streets and reduce tree trimming around power lines.
BW	4	Angled parking for N Main and N Commerce Streets (change during downtown project)	Ja-House	Parking Downtown	Scheduled with downtown improvements. Should also consider making 100 Blocks of N Main and N Commerce one-way and possibly consider other blocks downtown especially north/south streets.
AGS	10	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic. Our city is growing and we have been very fortunate with our parking however, it is a concern especially when you have the bigger and wider trucks that are parked in an area that is for a moderate size car. It becomes a hazard and a blind spot when trying to reverse out of the parking space and a blind spot for any and all pedestrians.	GF	Parking Downtown	Scheduled with downtown improvements
JEFF M	2	Continue to work on City Park improvements	Gen Fund	Parks	Master Plan near complete
BW	2	Revive all City parks	Grants	Parks	Master Plan near complete
KM	2	Work with LISD to establish a community recreation center at Adams Gym, perhaps under Parks (PUBLIC HEALTH/PARKS)	General Fund/Parks & Rec	Parks	Mayor is visiting with LISD about this
KM	3	Add 3 positions to the Parks Department, to help facilitate other improvements (PARKS)	General Fund/Parks & Rec	Parks	Approx. \$100,000 to budget not including equipment and vehicles
LW	3	Park improvements - consider medium to long range Town branch development	GF	Parks	Bond issue needed
KM	4	Develop a dog park as part of the Stueve Lane Monte Vista Tract (PARKS/ANIMAL SHELTER/PUBLIC HEALTH)	General Fund/Parks & Rec	Parks	Estimate on this property is \$ 25000 using used fencing. Maintenance and insurance are also cost factors
AGS	8	Parks Improvements: Purchase and update the park equipment to provide safe and fun filled parks for all to use.	GF	Parks	Master Plan near complete
JUAN M	3	Start Planning for 2040 plan	GF	Planning	Needs to be done
JC	3	Police	GF	Police	Chief Pedraza is working on these issues. Recently issued update that was sent to Council.
LW	4	Continued Police Community committee involvement, neighborhood watch, gang awareness	GF	Police	See above
JEFF M	4	Work with Police Department to bring back drug enforcement program	Gen Fund	Police	See above
JUAN M	5	Get back to Neighborhood Townhall Meetings	GF	Police	Will get with Chief about this

R:\56 AMU\ Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

CM INITIALS	PRIORITY #	GOALS IDENTIFIED BY COUNCIL FOR FY 18-19: SORTED BY CATEGORY	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	SORTED BY CATEGORY	CITY MANAGER COMMENTS
AGS	5	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is a lot of training that is free but a lot additional money for registration fees and course material. I am grateful that the Police Department did invest in our Drug Dog and is being utilized by the school as well.	GF	Police	Chief Pedraza reports that Lockhart has two certified mental health officers, and he feels there is sufficient funding for training. He also reports that a new Narcotics Officer would cost about \$90,000 for salary/benefits, training, a vehicle, and all required equipment.
LW	10	High School cadet programs for police, fire, EMS	GF	Police/Fire	Will visit with department heads again about this
LW	6	Public relations position to deal with social media	GF	Public Relations	Position would cost with benefits about \$45,000 annually and would need more tasks to perform.
JEFF M	6	Public relations position to deal with social media	GF	Public Relations	See above
LW	7	Sidewalk repair and expansion	GF	Sidewalks	Costs average about \$25 per linear foot
JEFF M	1	Signage in Lockhart (highway, downtown, and toll road)	Gen Fund	Signage	Wayfinding and Branding Committee in place
LW	5	Wayfinding, branding - develop new entry sign and city property markers	GF	Signage	See above
BW	5	Move Forward with St Paul property project	In-House	St Paul Gift	Working on costs associated with this projects which involve asbestos/lead paint survey and possible abatement, ADA restrooms, ADA entry ramp, kitchen changes, and other repairs.
KM	5	Develop an oral history project to support a future "Walking Tour" app for Lockhart	General Fund/Fundraising	Tourism	Could be part of the Wayfinding and Branding Committee tasks
AGS	7	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants). Added events, especially the events that are free to the public do very well for the city as well as for the businesses and tourism. I welcome new events to the city but need to be selective in the events that we do host.	GF	Tourism	Chambers receive HOT funds for tourism and City co-sponsors events that contribute to tourism.
JUAN M	4	Create a Good Neighbor program (Lockhart Utility Customers can add an additional amount to utility bill to help others)	GF	Utility Customers	Have pursued this in the past. Requires a Board or Committee that is willing to take on the tasks of selecting who and how much help can be provided to customers. Some Cities allocate the funds to existing organization that is willing to take on the project.
BW	6	Access to Municipal Court for Utility Payments	In-House	Utility Customers	Working to this; advertisements and office training needed.
KM	1	Free public Wi-Fi on the square as part of the redevelopment on the North side (ECONOMIC DEV/DOWNTOWN)	CAPCOG Grant?	Wi-Fi	County Judge had indicated to Mayor that the County could do this.
JUAN M	2	Free public wifi on the square as part of the redevelopment on the North side	GF	Wifi	See Above

8:56 AMU:\Vance Files\1A Public Works\City Council\Goals and Objectives\FY 18-19\COUNCIL COMBINED FY 18-19 Goals

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
BH	3	Continue Improving City Cemetery	with GF Expiring debt saving and/or Cemetery Tax	CEMETERY
Jeff M	2	Refurbish City Hall in the inside (to make more inviting to the public) as well as doing some landscaping outside	General Fund	CITY BLDGS
BW	3	Spruce up and clean up City properies		CITY BLDGS
BH	4	Improve City Facilities Appearance		CITY BLDGS
JC	4	City Facilities		CITY BLDGS
AGS	10	Convention Center		CONVENTION CTR
JC	2	Crime		CRIME
AGS	4	Police Task Force: Budget extra funds for a Police Task Force, a Narcotics Officer and a Mental Health Officer to address any drug and gang related problems and mental issues our city is being faced not only on the East side of our city but citywide. Budget for updated training for our police officers. There is alot of training that is free but alot additonal money for registration fees and course material.		CRIME
Jeff M	4	Work with Police Department to bring back drug enforcement program		CRIME
LW	8	Fund for helping utility customers in need	???	CUSTOMER SERV
BW	2	Continue to change angle parking downtown: 200 Blk S Main, 100 Blk N Main, 100 Blk N Commerce, 200 Blk E Market; little time and expense invovled	??	DOWNTOWN
LW	2	Downtown improvements,bathrooms, electric, pedestrian safety, beautification, wifi, lighting		DOWNTOWN
AGS	9	Parking around and surrounding the square. Issues with larger vehicles parked in areas that are narrow and that make it hard to see oncoming traffic		DOWNTOWN
LW	1	Expanding economic development department, budget, office, staff?, marketing	General fund, LEDC	ECCONOMIC DEV
AGS	3	Economic Development: Recurit more businesses especailly retail and continue efforts; contact existing and vacant building owners to see if they are willing to work with the City of Lockhart to bring retail businesses and speciality shops, as well as industrial. Purchase buildings and land when on the market for possible new businesses for the city.		ECCONOMIC DEV
JC	3	Economic Development		ECCONOMIC DEV
AGS	5	Subdivision development to attract more businesses to Lockhart.		ECCONOMIC DEV
JM	5	Set up meetings with developers for more retail space shopping centers along US 183		ECCONOMIC DEV

LOCKHART CITY COUNCIL FY 17-18 GOALS				
Category and Priority Order				
COUNCIL MEMBER	PRIORITY	GOALS IDENTIFIED BY COUNCIL FOR FY 17-18 (as submitted by Councilmembers)	SUGGESTED FUNDING SOURCE BY COUNCILMEMBER	CATEGORY
AGS	6	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)		ECONOMIC DEV
AGS	1	All Department Heads to Budget Salary Increases for all City Employees.		EMPLOYEES
JM	1	City Employee Raises		EMPLOYEES
JM	2	House or fund gym membership/space (weight rm) in Senior Center area (cardio machine) for City employees		EMPLOYEES
AGS	8	Employee: Possible additional Employee Holiday Time Off-Alternating System. Even though this has been discussed and the reasons for why it cannot be done, I would like to see a time off alternating system, especailly during the holidays.		EMPLOYEES
BW	1	ENFORCE ordinances that pertain to unsightly properties all over town		ENFORCEMENT
Jeff M	1	Enforce city ordinance regarding residential property		ENFORCEMENT
Jeff M	3	Continue to work on City Park improvements		PARKS
JM	3	Do inventory of City properties to idenify areas for pocket parks	LEDC funds	PARKS
LW	3	Park improvements	General fund	PARKS
BH	5	Parks Improvements	General Fund	PARKS
JC	5	Parks		PARKS
AGS	7	Parks Improvemens: Purchase and update the park equipment to provide safe and fun filled parks for all to use.		PARKS
LW	7	Town branch cleanup and beautification	???	PARKS
JM	4	Start process of Funding Sidewalks east of 183 connecting to the US 183 sidewalks		SIDEWALKS
LW	6	sidewalk repair and expansion	general fund bond	SIDEWALKS
BH	1	IMPLEMENT SIGNAGE IN LOCKHART	General Fund (LEDC) and/or Hotel Tax	SIGNAGE
LW	4	wayfinding, branding	general fund	SIGNAGE
LW	5	Entry signs	general fund	SIGNAGE
Jeff M	6	Signage on Highway 183 and SH130 = directing people to Lockhart		SIGNAGE
BW	4	Pursue opportunity to move Senior Citizens' Center to St Paul United Church of Christ Property		SR CITIZENS CTR
JC	1	Roads	Grants or impact fees	STREETS/INFRAS
AGS	2	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods		STREETS/INFRAS
BH	2	Continue improving City Streets	Increase Transportation Fund	STREETS/INFRAS
Jeff M	5	Continue to make improvements and redoing our city streets		STREETS/INFRAS

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
1	Castillo	Infrastructure	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future.
1	Gonzales-Sanchez	Department Heads to Budget Salary Increases for city employees so that we can keep our current city employees.	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l
1	Hilburn	Improve City Cemetery with GF Expiring debt saving and/or Cemetery Tax	Cemetery Tax up to 5 cents allowed by State Law. Expiring GF debt committed to Police and Fire increased pay rates. (\$132,000)
1	Mendoza	Find ways to use activity center for multi-purpose use. (basketball, volleyball). Funding source: Different companies in town	If approved by Council staff would approach local businesses
1	Michelson	Continue to improve infrastructure (drainage, street repairs) throughout the city	Complete 2015 CO and budget \$250,000 per year for street materials
1	Westmoreland	Enforce ordinances that pertain to unsightly properties all over town. Make homeowners/residents (because some may be renters) take pride in their environment. It is an eyesore to drive around town and see overgrown properties, junked cars, and stacks of trash on porches, in yards and driveways. All levels of socio-economic residents in this town have shown evidence of being disrespectful to their environment.	City has no esthetics ordinance currently. The term "unsightly" is subjective and is difficult to prove in court.
1	White	Economic Development-expanding budget to get staff qualified to help Sandra with recruitment, working with LEDC to either build Spec building or invest in more property, Main St program to relieve Sandra of a lot of those duties	Main Street Program would require another person and funding to work with local businesses while Economic Development would conscentrate on new businesses and new jobs
2	Castillo	Economic Development	Need 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Gonzales-Sanchez	Infrastructure: Continue City Infrastructure: Drainage, Street Repairs, Completion of Curbing, Brighter Lighting in Neighborhoods	Complete 2015 CO projects and need budget of \$250,000 per year for streets, continue water and sewer main replacements; continue electric distribution maintenance plan-get new substation on line. Replace bad water raw water mains and find additional water for the future. Most streets that lack curbing will need to be totally reconstructed. Brighter LED lights being experimented with since costs have come down.
2	Hilburn	Implement City Signage	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
2	Mendoza	New Park equipment. Funding Source: Each Councilmember responsible for a park and finding funding sources	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
2	Michelson	Continue to improve ways to attract businesses to Lockhart	Need more 12-15,000 sf of retail spaces with reasonable lease per sf and buildings that are 20 to 50,000 sf for industrial and maunufacturing
2	Westmoreland	Create a policy for the residency of future admininstrative positions to live within the Lockhart city limits. If an administrator wants to be employed by the City of Lockhart, they need to reside here. Sharing in the daily lives of our citizens seems crucial to making decisions about Lockhart. They are paid by city taxes.	It is not legal to require all department heads to live in the City limits; only the City Manager is required to do so. All non-24 emergency response employees must live within 25 mintues of City Limis
2	White	Continue street rehab	Need \$ 250,000 annually minimum for street work materials
3	Castillo	City Facilites	Not sure what this includes; can asses all departments for physical needs
3	Gonzales-Sanchez	Economic Development: Recurit more businesses especailly retail and continue efforts ; contact existing and vacant bldg owners to see if they are willing to work with City to bring these small retail businesses, as well as industrial; possibly purchasing two downtown county buildings when on the market for possible new businesses in the downtown area. Stronger platform with LEDC with methods to sell Lockhart and attract businesses.	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment. Prime softgood companies constantly want to be on Highway 183 in 12-15,000 sf and at a reasonalbe cost per sf plus higher traffic counts.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
3	Hilburn	Continue improving city streets: Increase Transportation Fund	Current transportation monthly rate is \$ 4 for residential and others; \$260,000 annual which helps fund labor and equipment, but is not sufficient for materials. Another \$250,000 for materials is needed annually.
3	Mendoza	Wi-Fi Free Zones Downtown Square. Funding source City Budget, School District, Downtown sponsors	Rough estimate is about \$12,000
3	Michelson	Refurbish City Hall	If atrium removed, add more offices estimated at \$45,000 and more outside landscaping estimated at \$ 5,000; elevator going in with improvements to restrooms and offices
3	Westmoreland	Approach interested and future businesses cordially. Stringent ordinances (and the way they are approached), scare off some businesses. Let's be friendly in a positive way.	City Mgr respectfully requests names of such businesses. He has met with 18 business representatives over past 15 months that were looking at Lockhart but did not come. Except for the non-residential exterior building esthetics ordinance, none of them indicated a problem with the current ordinances or with staff. The main problems were high land prices and the lack of "ready built retail and industrial buildings", and traffic counts were not high enough. Most thought the impact fee schedules were very reasonable compared to other cities. Will continue to work toward friendlier customer service with simplified ordinances.
3	White	Park master plan to consider park bond issue, recreation dept and staff issues	Master Plan estimate: \$ 45,000, recreation dept est at least \$ 60,000 for a recreational professional with another \$30,000 for equipment and materials
4	Castillo	Employees Wages	Est Cost Per % Increase Annually: Gen Fund (Not Civil Serv) \$ 29,000; Gen Fund Civil Serv \$ 24,000; Other/Utilities: \$ 15,000- Add'l Cost FY 16-17 due to Civil Serv Pay Plan Expansions already approved: \$ 132,000
4	Gonzales-Sanchez	Police Task Force: Budget extra funds to bring back a much needed Police Task Force to address any drug and gang related problems this city is being faced with especially on the East side of our city. Possibly ask the County to assist with funding.	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
4	Hilburn	Continue working on bringing industry to Lockhart: Continue supporting Ms. Mauldin	LEDC is will have sufficient funding to be more aggressive starting FY 16-17
4	Mendoza	Training Start up: Neighborhood Watch Training and Program: Police Budget	Have tried Neighborhood Watch Program in past but was not sustained because of lack of participation. Willing to try again.
4	Michelson	Improve signage on HWY 183 as well as SH130 = directing people to Lockhart	Possibly use of some of the KTB grant money
4	Westmoreland	Evaluate and/or change the degree of the angled parking along the 4 blocks off of the square. This would be: Main Street from Market to Prairie Lea Street; Main Street from San Antonio Street to Walnut Street; Commerce Street from Market Street to Prairie Lea Street, and Commerce Street from San Antonio Street to Walnut Street. These parking spaces were made before long vehicles were made! If there are cars parked on both sides of the streets, only one car can pass through at a time. Then it becomes a one lane street. I have witnessed a different angled parking arrangement, and it provides more room and is much safer for the drivers and pedestrians.	Estimate to black out existing thermoplastic markings, redefine layout, and apply new thermoplastic markings with angle parking = \$ 12,000; will probably lose 4 spaces per block. 2 on each side
4	White	Branding and wayfinding—may be included in #1	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000
5	Castillo	Parks	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
5	Gonzales-Sanchez	Subdivision development to attract more businesses to Lockhart	Working with 6 more subdivisions, either new or expanding, and possibly one more very large one northwest.
5	Hilburn	Improve tourism in Lockhart - City Council continue to work with and encourage Chambers of Commerce to be more involved	Council can make this directive to Chambers when dividing out HOT funds
5	Mendoza	Finding more funding for Retail Market Study. Zip code demographics with reports. Funding LEDC	LEDC could fund another report but the company says our numbers still should be good. Costs estimated \$22,500 for updating data and recruitment.

Lockhart City Council
FY 16-17 Goals
Revised 3-10-2016, 8:30 pm

Priority	Council Person	Goals Submitted	City Manager Comments
5	Michelson	Work with LEDC or someone equivalent to build a building to help attract business	Need more 12-15,000 sf of retail spaces with reasonable lease per sf. Most softgood retailers want 12-15,000 on Hwy 183 at a reasonable price and increased traffic volumes
5	White	Sidewalks to include lighting	Funding required; for example San Jacinto to Jr High estimate is \$130,000 just for materials along Maple walkway
6	Gonzales-Sanchez	More Events to Attract Tourism in Lockhart and Include Way Finding Signage (Hotels and Restaurants)	Initial required funds up to \$40,000 if City Crew does the work; total cost could be more than \$70,000. Chambers could use HOT for more tourism.
6	Michelson	Continue to work on City Park improvements	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
6	White	Pursue possible ESD-EMS district	Legal issue with participation by County and City of Luling preferable
7	Gonzales-Sanchez	Parks Improvemens: Purchase more park equipment to provide safe and fun filled parks for all to use.	Estimate: \$ 400,000 annually over next 4 years based on input from Parks Board Advisory Board
7	Mendoza	Start Talks With YMCA Austin again. Seek sponsors funding if necessary	Our population hurt in previous discussions, Will pursue again. They usually want commitment for a minimum number of individuals and families depending on population of not only City but its metro area
7	Michelson	Work on building a civic center/ recreation center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
7	White	Cemetery maintenance	Cemetery Tax up to 5 cents allowed by State Law
8	Gonzales-Sanchez	City Hall: Refurbish with Improvements and/or Upgrades	Elevator and improvements to restrooms planned; better offices for Connie and Sandra planned also.
9	Gonzales-Sanchez	Convention Center	\$ 9 million plus land \$ 2.5 million for about 20,000 sf plus about \$240,000 annual maintenance costs and minimum of \$60,000 for utilities; estimated revenues offset is about \$60,000; take out recreation center and cost go down about 20%. It has been reported that Bastrop is spending over \$500,000 per year to operate its civic center. Revenues not covering costs.
10	Gonzales-Sanchez	Employee: Possible additional Employee Holiday Time off-Alternating system	City employees now have 12 holidays and 1 personal holiday; time off is granted by seniority with department head responsible for keeping sufficient personnel to serve the public needs. Employees also receive at least 2 weeks of vacation time. Those employees required to work on holidays receive their normal pay plus holiday pay.

City of Lockhart																					
Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
General Government																					
Hotel Tax Fund																					
2016 GO Refunding				40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000								400,000
Total Hotel Tax Fund P & I			-	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	-	-	-	-	-	-	-	400,000
LEDC																					
2015 Tax & Revenue	100.00%		48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
Total LEDC Fund P & I			48,093	48,044	48,103	48,152	63,645	63,670	63,513	63,543	63,555	63,643	63,687	65,647	65,544	65,575	65,482	65,579	65,538	65,676	1,048,596
2015 Capital Projects Fund																					
2015 Tax & Revenue																					-
Total 2015 Capital Projects Fund Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drainage																					
2015 Tax & Revenue			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
Total Drainage Fund P & I			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,700,000
General Fund																					
2015 Tax & Revenue																					-
Total General Fund P & I			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund																					
2006 Tax & Rev CO's	100.00%		47,175	50,535	48,690	46,845															146,070
2006-A Tax & Rev CO's	93.00%		267,890	267,803	267,332	271,128															806,264
2015 Tax & Revenue	TRNSF		186,594	186,302	186,653	186,945	279,275	279,421	278,487	278,662	278,735	279,261	279,523	291,203	290,590	290,773	290,222	290,798	290,554	291,374	4,548,778
2015 Tax & Revenue	12.00%		117,779	117,659	117,803	117,923	155,867	155,927	155,543	155,615	155,645	155,861	155,969	160,769	160,517	160,592	160,365	160,602	160,502	160,831	2,567,990
2016 GO Refunding	74.84%		171,056	346,930	361,150	353,161	656,899	666,927	661,698	666,974	673,111	670,566	678,350	-	-	-	-	-	-	-	5,735,766
Total Debt Service Fund P & I			790,494	969,229	981,628	976,002	1,092,041	1,102,275	1,095,728	1,101,251	1,107,491	1,105,688	1,113,842	451,972	451,107	451,365	450,587	451,400	451,056	452,205	13,804,868
Total General Government			938,587	1,157,273	1,169,731	1,164,154	1,295,686	1,305,945	1,299,241	1,304,794	1,311,046	1,309,331	1,317,529	617,619	616,651	616,940	616,069	616,979	616,594	617,881	16,953,464

Future Debt Payments as of 9/30/18																					
Description		Paid Debt	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL DEBT
Proprietary																					
Electric Fund																					
2013 SIB Loan	30.81%		71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152			1,067,268
																					-
Total Electric Fund P & I		-	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,152	71,151	71,151	71,151	71,151	71,151	71,151	71,151	71,152	-	-	1,067,268
Water Fund																					
2006A Tax & Rev CO's	7.00%		20,164	20,157	20,122	20,408															60,687
2015 Tax & Revenue	49.60%		486,818	486,322	486,917	487,413	644,248	644,496	642,909	643,207	643,331	644,223	644,670	664,510	663,468	663,778	662,842	663,822	663,406	664,800	10,614,362
2016 GO Refunding	21.81%		49,849	101,103	105,247	102,919	191,435	194,357	192,833	194,371	196,159	195,418	197,686	-	-	-	-	-	-	-	1,671,528
2013 SIB Loan	35.80%		82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676	82,676			1,240,140
Total Water Fund P & I		-	639,507	690,258	694,962	693,416	918,359	921,529	918,418	920,254	922,166	922,317	925,032	747,186	746,144	746,454	745,518	746,498	663,406	664,800	13,586,717
Sewer Fund																					
2015 Tax & Revenue	4.30%		42,204	42,161	42,213	42,256	55,852	55,874	55,736	55,752	55,773	55,850	55,889	57,609	57,518	57,545	57,464	57,549	57,513	57,643	920,197
																					-
2016 GO Refunding	3.35%		7,657	15,529	16,166	15,808	29,404	29,853	29,619	29,855	30,130	30,016	30,364	-	-	-	-	-	-	-	256,744
2013 SIB Loan	33.39%		77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102	77,103	77,102	77,102			1,156,537
																					-
Total Sewer Fund P & I			126,963	134,793	135,481	135,166	162,359	162,829	162,457	162,710	163,005	162,968	163,356	134,711	134,620	134,648	134,566	134,651	57,513	57,643	2,333,478
Total Proprietary Fund P & I		-	837,621	896,203	901,594	899,733	1,151,869	1,155,510	1,152,026	1,154,116	1,156,323	1,156,436	1,159,539	953,049	951,915	952,253	951,236	952,301	720,919	722,443	16,987,463
Grand Total			1,776,208	2,053,476	2,071,326	2,063,887	2,447,555	2,461,455	2,451,267	2,458,910	2,467,369	2,465,767	2,477,068	1,570,668	1,568,566	1,569,193	1,567,305	1,569,280	1,337,513	1,340,324	33,940,927

City of Lockhart
2015 BOND PROGRAM

Cost	Notes	Task Name	Duration	Start	Finish	2015	2016	2017
						FebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJanFebMarAprMayJunJulAugSepOctNovDecJan		
\$14,124,890.00		TOTAL PROJECT COST						
\$2,068,024.00	1	DRAINAGE IMPROVEMENTS CONTRACT 1 - Mesquite/Wichita Street & Richland Drive						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Mon 3/23/15	Tue 4/21/15			
		Acquisition	120 days	Wed 4/22/15	Wed 8/19/15			
		Engineering Design	90 days	Wed 4/22/15	Mon 7/20/15			
		Bid Ad/NTP	60 days	Tue 7/21/15	Fri 9/18/15			
		Construction	180 days	Sat 9/19/15	Wed 3/16/16			
\$1,999,200.00	2	DRAINAGE IMPROVEMENTS CONTRACT 2 - Century Oaks/Market Street, & Ash/Comal Streets						
		Surveying Proposal	17 days	Fri 3/6/15	Sun 3/22/15			
		Survey	30 days	Sat 4/25/15	Sun 5/24/15			
		Acquisition	150 days	Mon 5/25/15	Wed 10/21/15			
		Engineering Design	120 days	Mon 5/25/15	Mon 9/21/15			
		Bid Ad/NTP	60 days	Tue 9/22/15	Fri 11/20/15			
		Construction	180 days	Sat 11/21/15	Wed 5/18/16			
\$3,394,038.00	3	DRAINAGE IMPROVEMENTS CONTRACT 3 - Downtown Improvements Project						
		Surveying Proposal	15 days	Sun 8/2/15	Sun 8/16/15			
		Survey	45 days	Mon 8/17/15	Wed 9/30/15			
		Engineering Design	180 days	Thu 10/1/15	Mon 3/28/16			
		Bid Ad/NTP	60 days	Tue 3/29/16	Fri 5/27/16			
		Construction	365 days	Sat 5/28/16	Sat 5/27/17			
\$323,400.00	4	DRAINAGE IMPROVEMENTS CONTRACT 4 - Medina & US183 Project						
		Surveying Proposal	15 days	Sun 11/1/15	Sun 11/15/15			
		Survey	7 days	Mon 11/16/15	Sun 11/22/15			
		Acquisition	90 days	Mon 11/23/15	Sat 2/20/16			
		Engineering Design	60 days	Mon 11/23/15	Thu 1/21/16			
		Bid Ad/NTP	60 days	Fri 1/22/16	Mon 3/21/16			
		Construction	90 days	Tue 3/22/16	Sun 6/19/16			
\$1,764,000.00	5	FM 2001 ELEVATED TANK PROJECT						
		Surveying Proposal	15 days	Sat 1/2/16	Sat 1/16/16			
		Survey	15 days	Sun 1/17/16	Sun 1/31/16			
		Acquisition	120 days	Mon 2/1/16	Mon 5/30/16			
		Engineering Design	90 days	Mon 2/1/16	Sat 4/30/16			
		Bid Ad/NTP	60 days	Sun 5/1/16	Wed 6/29/16			

City of Lockhart
2015 BOND PROGRAM

Cost	Notes Task Name	Duration	Start	Finish	2015												2016												2017																							
					Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan												
	Construction	365 days	Thu 6/30/16	Thu 6/29/17																																																
\$1,355,516.00	6 SH130 WATER MAIN PROJECT - City Line Rd. to Existing Tank, SH 130 @ Hwy. 142, Borchert/Mockingbird, Control Valves, FM 2001																																																			
	Surveying Proposal	15 days	Mon 1/18/16	Mon 2/1/16																																																
	Survey	30 days	Tue 2/2/16	Wed 3/2/16																																																
	Acquisition	150 days	Thu 3/3/16	Sat 7/30/16																																																
	Engineering Design	120 days	Thu 3/3/16	Thu 6/30/16																																																
	Bid Ad/NTP	60 days	Fri 7/1/16	Mon 8/29/16																																																
	Construction	300 days	Fri 9/2/16	Wed 6/28/17																																																
\$470,400.00	7 SH130 PUMP STATION PROJECT																																																			
	Survey	7 days	Mon 4/25/16	Sun 5/1/16																																																
	Engineering Design	90 days	Mon 5/2/16	Sat 7/30/16																																																
	Bid Ad/NTP	60 days	Sun 7/31/16	Wed 9/28/16																																																
	Construction	270 days	Sun 10/2/16	Wed 6/28/17																																																
\$859,186.00	8 SH130/TOWN BRANCH SEWER PROJECT																																																			
	Surveying Proposal	15 days	Fri 5/20/16	Fri 6/3/16																																																
	Survey	30 days	Sat 6/4/16	Sun 7/3/16																																																
	Acquisition	120 days	Mon 7/4/16	Mon 10/31/16																																																
	Engineering Design	90 days	Mon 7/4/16	Sat 10/1/16																																																
	Bid Ad/NTP	60 days	Sun 10/2/16	Wed 11/30/16																																																
	Construction	240 days	Mon 12/5/16	Tue 8/1/17																																																
\$1,891,126.00	9 WATER TRANSMISSION MAIN PROJECT - Water Plant Transmission Main, MLK to FM 20 West Transmission Main																																																			
	Surveying Proposal	17 days	Wed 11/16/16	Fri 12/2/16																																																
	Survey	30 days	Sat 12/3/16	Sun 1/1/17																																																
	Acquisition	120 days	Mon 1/2/17	Mon 5/1/17																																																
	Engineering Design	90 days	Mon 1/2/17	Sat 4/1/17																																																
	Bid Ad/NTP	60 days	Sun 4/2/17	Wed 5/31/17																																																
	Construction	180 days	Mon 6/5/17	Fri 12/1/17																																																